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FOR THE NORTHERN DIS San Jose I	
William Hough,	Case No.
Plaintiff,	Judge:
ramum,	Judge.
v.	
••	CLASS ACTION COMPLAINT
Service Employees International	
Union Local 521; Santa Clara Valley	
Transportation Authority; Xavier Becerra, in his	
capacity as Attorney General of California;	
Edmund G. Brown, in his capacity as Governor	
of the State of California,	
D (1)	
Defendants.	
	I
COMPL	AINT
William Hough brings this plaintiff class	action on behalf of himself and all other
similarly situated applying madesas for the d	efendants' past and ongoing violations o

- 1 constitutionally protected rights. The defendants have violated the representative
- 2 plaintiff's and plaintiff class members' constitutional rights by forcing them to pay
- 3 compulsory "agency fees" to the Service Employees International Union, Local 521
- 4 (SEIU) and its chapters and affiliates as a condition of his employment, even though they
- 5 did not belong to this union and never voluntarily authorized the financial subsidization
- 6 of the union's activities. The representative plaintiff seeks a refund of all unlawfully
- 7 collected "agency fees" for himself and the plaintiff class, an injunction that forbids the
- 8 defendants from collecting union fees from nonmembers without their consent, a
- 9 declaratory judgement and injunction against the enforcement of the Meyers-Milias-
- Brown Act, § 3502.5 and portions of the collective bargaining agreements which require
- the payment of "agency fees," and costs and attorneys' fees under 42 U.S.C. § 1988.

12 **JURISDICTION AND VENUE**

- 1. The Court has subject-matter jurisdiction under 28 U.S.C. § 1331, 28 U.S.C. §
- 14 1343, and 28 U.S.C. § 1367.
- 15 2. Venue is proper because a substantial part of the events giving rise to the claims
- occurred in this judicial district. See 28 U.S.C. § 1391(b)(2).

17 PARTIES

- 3. Plaintiff William Hough resides and works in Santa Clara County, California.
- 4. Defendant SEIU, Local 521 is a labor union whose offices are located at 2302
- 20 Zanker Rd., San Jose, CA 95131. On information and belief, Local 521 conducts business
- 21 and operations throughout the State of California and is headquartered in San Jose,
- 22 California. Local 521 has entered into numerous collective bargaining agreements
- containing forced fees provisions with numerous public employers throughout California.
- 5. Defendant Santa Clara Valley Transportation Authority ("VTA") is a "public
- agency" pursuant to California Government Code § 3501(c), and has offices at 3331
- North First Street, San Jose, California 95134. The VTA pays the wages of its employees,
- 27 including Plaintiff Hough.

- 6. Defendant Xavier Becerra is the Attorney General of California. His office is in
- 2 Sacramento, California. Attorney General Becerra is the chief law officer of the State and
- 3 is charged with enforcing the State's laws—including Cal. Gov't Code §3502.5, which
- 4 the plaintiff is challenging as unconstitutional. Attorney General Becerra is sued in his
- 5 official capacity.

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- 7. Defendant Edmund G. Brown is Governor of the State of California. His office is
- 7 in Sacramento, California. Governor Brown is the representative of the State and is sued
- 8 in his official capacity.

STATEMENT OF THE CLAIM

- 8. William Hough has been employed by the VTA since 2005. While working for
- the VTA, Mr. Hough refused to join SEIU, Local 521 or its affiliates because he did not
- wish to support them in any way. Nevertheless, Mr. Hough was forced to pay "agency
- fees" to SEIU, Local 521 as a condition of his continued employment under the collective
- bargaining agreement (attached as exhibit A) and an agency shop arrangement authorized
- by state law. See Cal. Gov't Code § 3502.5.
- 9. The compelled subsidies that Mr. Hough and his fellow class members have paid
- to SEIU, Local 521 and its affiliates as a condition of their employment violates their
- constitutional rights. Janus v. AFSCME, Council 31, 138 S. Ct. 2448 (2018)
- 19 10. California authorizes SEIU, Local 521 and its affiliates to extract money from
- 20 non-union members as a condition of their employment. See e.g. Cal. Gov't Code §
- 21 3502.5 (authorizing collection of "agency fees" from nonmembers as a condition of
- 22 employment). This statute is unconstitutional, along with any other statute that authorizes
- or establishes "agency shops" in public employment, or that allows a public-employee
- 24 union to garnish the wages of public employees, or that permits public employers to seize
- 25 the wages of public employees for the benefit of unions, without first securing the
- 26 employee's affirmative, written, and freely given consent.
 - 11. SEIU, Local 521 and its affiliates are acting under color of state law by imposing

and collecting these "agency fees," in accordance with the laws of California that authorize these "agency-shop" arrangements. *See* Cal. Gov't Code § 3502.5.

12. SEIU, Local 521 and its affiliates have committed the torts of conversion and trespass to chattels by appropriating money from nonunion "agency-fee" payers without securing their affirmative, written, and freely given consent, and they are liable in an action for tort, replevin, unjust enrichment, and restitution. SEIU, Local 521 cannot defend its tortious conduct by relying on Cal. Gov't Code § 3502.5, because that statutes is unconstitutional to the extent they purport to shield a public-employee union's compelled extraction of money from "agency-fee" payers. Unconstitutional statutes cannot confer immunity on tortious conduct.

PLAINTIFF CLASS ALLEGATIONS

- 13. The representative plaintiff brings this class action under Fed. R. Civ. P. 23(b)(1), (b)(2), and (b)(3). The class includes all individuals who: (1) are or were employed by a public agency within the State of California; (2) are or were nonmembers of SEIU, Local 521 at any time during the course of their employment with such public agency whithin the State of California; and (3) are or were compelled to pay "agency fees" or "fair share service fees" to SEIU, Local 521 and its affiliates without their affirmative consent to the knowing waiver of their First Amendment rights. The class includes everyone who have ever fallen within this definition, including former and retired employees who have moved to other States and anyone who comes within the class definition at any time before the conclusion of this action, including nonmembers that eventually joined the union.
- 13. The number of persons in the class makes joinder of the individual class members impractical.
- 14. There are questions of fact and law common to all class members. Factually, all class members are public employees and union nonmembers who are or were compelled to pay "agency fees" to SEIU, Local 521 and its affiliates as a condition of public

employment. Legally, the U.S. Constitution and California tort law afford the same rights

2	to every member of the class.
3	15. The representative plaintiff's claims are typical of other members of the class,
4	because each member of the class has not affirmatively consented to financially support
5	SEIU, Local 521 and its affiliates, yet has been forced by state law and contract
6	provisions to financially support SEIU, Local 521 and its affiliates.
7	16. The representative plaintiff adequately represents the interests of the class, and
8	has no interests antagonistic to the class.
9	17. A class action can be maintained under Rule 23(b)(1)(A) because separate actions
10	by class members could risk inconsistent adjudications on the underlying legal issues.
11	18. A class action can be maintained under Rule 23(b)(1)(B) because an adjudication
12	determining the constitutionality of compulsory "agency fees" will, as a practical matter,
13	be dispositive of the interests of all class members.
14	19. A class action can be maintained under Rule 23(b)(3) because the common
15	questions of law and fact identified in the complaint predominate over any questions
16	affecting only individual class members. A class action is superior to other available
17	methods for the fair and efficient adjudication of the controversy because, among other
18	things, all class members are subjected to the same violation of their constitutional rights,
19	but the amount of money involved in each individual's claim would make it burdensome
20	for class members to maintain separate actions. The amount of the deductions or damages
21	are known to defendants and/or SEIU, Local 521.
22	CAUSES OF ACTION
23	COUNT I
24	(Violation of constitutional rights)
25	20. The representative plaintiff and his fellow class members are suing SEIU, Local
26	521, Attorney General Becerra, Governor Brown, and the VTA, under 42 U.S.C. § 1983
27	and the Declaratory Judgment Act, 28 U.S.C. § 2201, for declaratory and injunctive relief

- and damages, each of which supplies a cause of action for the individual and class-wide 1 2 relief that they are requesting.
- 3 21. Defendants, by deducting and collecting union dues under the color of state law 4 from the representative plaintiff and fellow class members without the requisite 5 affirmative consent, have and are violating their First Amendment rights to free speech and association, as secured against state infringement by the Fourteenth Amendment to 6 the United States Constitution and 42 U.S.C. § 1983. 7
 - 22. The representative plaintiff and fellow class members have suffered the irreparable harm and injury inherent in a violation of First Amendment rights, for which there is no adequate remedy at law, when forced to subsidize the SEIU, and will thereafter continue to suffer irreparable harm and injury until Defendants SEIU, Local 521 and VTA, and the defendant class are enjoined by this Court.

COUNT II 13

(Violation of state tort law)

- 23. The representative plaintiff and his fellow class members are also suing SEIU, Local 521 and its affiliates under the state-law actions of conversion, trespass to chattels, replevin, unjust enrichment, restitution, and any other legal or equitable causes of action that offer relief for this unlawful seizure of their personal property. The representative plaintiff invokes the supplemental jurisdiction of this court over those state-law claims. See 28 U.S.C. § 1367.
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21 **DEMAND FOR RELIEF**

- 24. The representative plaintiff respectfully requests that the court: 22
- 23 certify the plaintiff class; a.
- 24 b. declare that the representative plaintiff and his fellow class members have a constitutional right not to financially support SEIU Local 521, its affiliates, 25 26 or any other union without first securing the employee's affirmative, written, and freely given consent; 27

c. declare that the deductions of forced fees from the representative plaintiff and his fellow class members violates the First Amendment;

f.

- d. declare that state tort law protects the right of the representative plaintiff and his fellow class members not to have their wages garnished or redirected by SEIU, Local 521 or its affiliates without their affirmative, written, and freely given consent, and that any law or collective bargaining agreement that purports to override these protections of state tort law are unconstitutional and without legal effect;
- e. declare Cal. Gov't Code § 3502.5 unconstitutional because it allows public-employee unions to extract "agency fees" from nonmembers as a condition of their employment, and permanently enjoin Governor Brown, Attorney General Becerra, and all of their officers, agents, servants, employees, attorneys, and any other person or entity in active concert or participation with them, from enforcing Cal. Gov't Code § 3502.5, or any other provision of state law that authorizes or enforces public-employee agency shops;
 - declare Cal. Gov't Code § 3502.5 unconstitutional because it allows public-employee unions to compel nonmembers to pay money to a union-approved charity and penalizes them for exercising their constitutional right not to join or financially support a public-employee union, and permanently enjoin all Defendants and defendant class and all of their officers, agents, servants, employees, attorneys, and any other person or entity in active concert or participation with them, from enforcing Cal. Gov't Code § 3502.5, or any other provision of state law that imposes financial penalties or deterrents on those who exercise their constitutional right not to join or financially support a union;
- g. declare that all collective-bargaining agreements between Defendants

- SEIU, Local 521 and Santa Clara Valley Transportation Authority that compel the representative plaintiff and his fellow class members to pay "agency fees" or "fair share service fees" to SEIU Local 521 or its affiliates as a condition of their employment violate the constitutional rights of the representative plaintiff and his fellow class members; h. order SEIU, Local 521 and its affiliates, to refund with interest all "agency fees" or "fair share service fees" that were unconstitutionally or unlawfully extracted from the representative plaintiff and his fellow class members;
 - i. permanently enjoin all defendants and defendant class, along with their officers, agents, servants, employees, attorneys, and any other person or entity in active concert or participation with them, from taking or redirecting any type of money from the representative plaintiff and his fellow class members without first obtaining the employee's affirmative, written, and freely given consent and knowing waiver of their First
 - j. permanently enjoin all of the defendants and the defendant class, along with their officers, agents, servants, employees, attorneys, and any other person or entity in active concert or participation with them, from enforcing any provision of California law, or any provision of a collective-bargaining agreement, that requires that the representative plaintiff or his fellow class members pay money as a consequence for exercising one's constitutional right not to join or financially support a public-employee union;
 - k. award costs and attorneys' fees under 42 U.S.C. § 1988;
 - 1. grant all other relief that the Court may deem just and proper.

Amendment rights;

1		
2	Respectfully submitted,	
3		
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25		

Agreement Between



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

And



Santa Clara Valley Transportation Authority

June 1, 2015 through August 5, 2018

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PREAMBLE

This Memorandum of Agreement, including Appendices A through G is entered into by the Santa Clara Valley Transportation Authority (VTA) and Service Workers Local 521 Valley Transportation Authority Chapter, Service Employees International Union, (Union). This Memorandum of Agreement is the successor Agreement to the Memorandum of Agreement between VTA and the Union dated June 1, 2013 and extended through August 2, 2015. This former agreement was in full effect during the time the parties were in negotiations from May 31, 2015 through August 2, 2015.

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

ARTICLE 1 - RECOGNITION

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

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

ARTICLE 2 - NO DISCRIMINATION

Section 2.1 - Employment

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

Section 2.2 - Union Affiliation

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

Section 2.3 - Affirmative Action

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

Section 2.4 - Americans with Disabilities Act

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

ARTICLE 3 - UNION SECURITY

Section 3.1 - Relationship Affirmation

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

Section 3.2 - Agency Shop

a) Condition of Employment

All workers in the unit(s) who have authorized a Union dues, agency fee, or charity fee deduction which is in effect on the effective date of this Agreement shall have such deduction continued. All workers in the unit(s) who have an involuntary agency fee deduction in effect on the effective date of this Agreement shall have the involuntary agency fee deduction continued.

As a condition of employment, all new workers who become covered by this contract on or after the effective date of the Agreement shall at the time of hire into a classification covered by this bargaining unit execute an authorization for the payroll deduction of one of the following: (1) union dues, (2) an agency fee, or (3) if he/she qualifies, a charity fee equal to the agency fee to one of the negotiated funds that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

b) Charity Fee Deduction

To qualify for deduction of the charity fee, the worker must certify to the Union and VTA that he/she 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. Such exempt unit member will be required to submit to the Union and VTA a notarized letter signed by an official of the bona fide religion, body or sect certifying that person's membership. The deduction shall not be forwarded to the charity until the Union has approved of the exemption. The Union will receive from VTA quarterly proof of payment of an amount equivalent to such representation fee to one of the negotiated funds or organizations agreed to for alternative payment.

c) <u>COPE Deductions</u>

Workers may voluntarily elect to have contributions deducted from their paychecks for Local 521 COPE fund. Such deduction shall be made upon signed authorization from the worker and shall be continued until such authorization is revoked in writing. The Employer shall transmit to the Union such deductions once monthly on a check separate from regular dues deduction.

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

d) Involuntary Deduction

If any currently employed worker fails to authorize one of the above deductions at the time of entry into a classification covered by this bargaining unit, VTA shall involuntarily deduct the agency fee from the worker's paychecks beginning with the pay period following entry into the unit.

e) Forfeiture of Deduction

If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of union dues, agency fee or charity fee required by this Article, no such deduction shall be made for the current pay period.

f) Financial Documentation

The Union shall submit copies of all Labor-Management Reporting and Disclosure Act Reports within 60 days of filing a report with the Department of Labor to VTA.

g) Reinstatement

Upon the reinstatement of any worker, or upon the recalling of any worker from layoff status, VTA will resume or initiate dues, agency fee, or charity fee deduction for such unit member in accordance with Section 3.2(d) of this Article.

h) <u>Petition and Election</u>

If a petition is filed with VTA which requests an election rescinding agency shop and such petition contains the signatures of at least 30% of the workers an election will be held. Such election may only be held once during the term of this Agreement. The verification of the petition and the election shall be conducted by State Conciliation Service. Voting shall be by secret ballot and the majority vote shall control.

i) No Fault

The Union agrees to indemnify, defend, and hold VTA harmless from any and all claims, demands, suits, or any other action arising from the provisions of this Article.

j) <u>Fair Representation</u>

It is recognized that the Union, as the exclusive representative of all unit employees, is required to represent employees fairly and equally without regard to Union membership or non-membership or their assertion of rights under this Memorandum of Understanding or law.

Section 3.3 - Reallocations

a) Allocation to Supervisory Position

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

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

b) <u>Vacant Positions</u>

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

Section 3.4 - Other Deductions

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

Section 3.5 - Union Notices and Activities

a) Bulletin Boards

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

b) Distribution

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

c) <u>Visits by Union Representatives</u>

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

For this purpose, rest periods are not work time.

d) Facilities

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

e) Names and Addresses of Covered Workers

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

f) Notification of Union Coverage

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

g) Report of Transactions

VTA shall supply the Union a data processing run covering the following worker transactions as are currently available on the system: newly hired worker, reinstatement, re-employment, return from leave, return from military leave, miscellaneous,

promotion, return to former class, voluntary demotion, disciplinary demotion, transfer, title change, suspension, temporary military leave, injury or illness leave, other leave, indefinite military leave, resignation, probationary resignation, probationary release, provisional release, miscellaneous release, dismissal, retirement, death, layoff, and provisional appointments.

Section 3.6 - Union Label

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

Section 3.7 - Union Label Cards

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

Section 3.8 - Printing of Agreement

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

Section 3.9 - New Worker Orientation

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

ARTICLE 4 - OFFICIAL REPRESENTATIVES, STEWARDS AND NEGOTIATING COMMITTEE

Section 4.1 - Official Representatives

a) Notification of Official Representatives

The Union agrees to notify VTA of their Official Representatives and changes in such Representatives. They may also designate alternates to such Official Representatives for purposes of specific meetings by advance notice to the appropriate level of management.

b) <u>Meetings with Management</u>

VTA agrees to provide release time for Official Representatives or their designated alternates for attendance at mutually agreed meetings. Each Division shall notify the Union of the person(s) to be contacted for approval of release time. The Union agrees, insofar as possible, to notify management at least 24 hours in advance of the request for release time and the names of the Official Representative(s) to be released.

Management agrees to arrange for release time with the appropriate supervisor(s). Release time arrangements shall include a reasonable amount of travel time.

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

c) Number for Release

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

Section 4.2 - Stewards

a) <u>Notification of Stewards</u>

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

b) <u>Grievance Related Release Time</u>

VTA agrees to provide release time for:

- 1. A meeting with a worker at the worksite of either the Steward or worker concerning a grievance or appeal.
- 2. A meeting with Management.

VTA agrees to provide release time for attendance at Board of Directors meetings and/or Board committees only to the Chairperson, or Assistant Chairperson, and/or Chief Steward or Assistant Chief Steward.

c) <u>Grievance Related Worker Release</u>

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

d) Grievance Investigation

A reasonable amount of time will be granted the worker and Steward to handle the initial investigation and preparation of a grievance(s). The parties agree that the worker and Steward will use only the amount of time necessary to handle the grievance.

e) <u>Steward Council Meetings</u>

Local 521 agrees that management will be notified of Steward council meetings at least one week in advance. VTA shall not unreasonably deny time off requests by Stewards to attend monthly Steward council meetings.

f) <u>Meetings with Management</u>

The Union agrees, insofar as possible, that meetings with Management will be arranged in advance, with notification to the appropriate level of Management of the Steward and workers planning to attend. Management agrees to arrange for release time with the appropriate level of supervision.

g) Other Authorized Release Time

Any other authorized release time, such as meetings on a regular basis with the appointing authority or his/her designated representatives, shall be under separate agreement with the appropriate department or departments.

<u>Section 4.3 - Chairperson, Assistant Chairperson, Chief Steward and Assistant Chief</u> Steward

- a) The Union may designate one Chairperson, one Assistant Chairperson, one Chief Steward and one Assistant Chief Steward.
- b) The Chairperson, or Assistant Chairperson, or Chief Steward or Assistant Chief Steward shall be entitled to release time to replace a Steward when the Steward is not available or to accompany a new Steward for training purposes, and shall comply with Section 4.2.
- c) The Chairperson, or Assistant Chairperson, and/or Chief Steward or Assistant Chief Steward, or designee shall be entitled to attend arbitration and disciplinary hearings.

Section 4.4 - Negotiating Committee

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

a) Compensatory Time

Those negotiators who are on their own time during the meetings will not be granted compensatory time.

b) Resource People

Resource people for the negotiations shall be allowed on their own time, leave without pay, vacation, or compensatory time off to attend scheduled negotiation meetings to provide information to the Committee on specific items on an as needed basis and as mutually agreed, prearranged and scheduled by the Committee. VTA shall facilitate arranging time off for resource people attending negotiations.

c) New Units

Should any new units be established for representation by Local 521, the parties will meet and discuss regarding negotiation committee size.

ARTICLE 5 - LAYOFF

Section 5.1 - Seniority Defined

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

Section 5.2 - Transfer of Prior Agency Service

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

Section 5.3 - Changes to Classes

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

Section 5.4 - Consideration of Layoff

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

Section 5.5 - Order of Layoff

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

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

Section 5.6 - Notice of Layoff

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

Section 5.7 - Reassignment in Lieu of Layoff

a) Vacant Position in VTA

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

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

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

b) <u>Displacement</u>

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

c) Administrative Transfer Because of Layoff

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

Section 5.8 - Layoff

a) Layoff

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

b) <u>Inplacement</u>

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

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

The following conditions apply to the inplacement process:

- 1. A worker must be qualified to transfer or demote. The Employee Services Manager shall determine qualifications.
 - a. A qualifying exam may be required.
 - b. In determining qualifications and possible positions, transfers and demotions to both related and non-related classes may be considered.
- 2. Normal transfer rules apply (i.e., the worker can be taken on a regular or probationary basis at the discretion of the appointing authority). If a worker has underlying regular status, the probationary period following the transfer shall be considered a subsequent probation. Consistent with this status, the worker on a subsequent probation with underlying regular status, has appeal rights to the grievance procedure.
- 3. The worker may express a preference for certain occupational fields, assignments or departments. However, the worker has no right to claim any position nor is VTA required to offer placement.
- 4. A position shall not be considered "vacant" for inplacement purposes if the position has been identified as claimable under Section 5.7(a), or (b) by another worker who has been issued a layoff notice under Section 5.6, or by worker on a re-employment list established pursuant to Section 5.9.
- 5. A worker who is placed under Section 5.8(b) or laid off under Section 5.8(a) shall have his/her name placed on all re-employment lists pursuant to Section 5.9 for the appropriate classification.
- 6. In determining placement offers, the Union and VTA, on a case by case basis, may by mutual agreement include as part of the placement offer:
 - a. basic skill competency training and/or;
 - b. literacy training and/or;

- c. other methods (other than transfer or demotion) of filling vacant positions that do not violate Personnel Policies and Procedures.
- 7. All inplacement offers must be made and accepted or rejected prior to the effective date of the layoff notice. Time permitting, the Human Resources Department may assist workers on the re-employment list in addition to those workers with layoff notices. Such workers shall be entitled to all provisions of this Agreement.
- 8. If a worker is not placed by the effective date of the layoff notice, he/she shall be laid off under the provisions of the layoff notice.

Section 5.9 - Re-employment List

- a) The names of such probationary and regular workers reassigned or laid off in accordance with Sections 5.7(b), 5.7(c), or 5.8 of this Article shall be entered upon a reemployment list in inverse order as specified under Section 5.5 except as otherwise provided by this Section. Upon certification of the re-employment list to the appointing authority, the person standing highest on a re-employment list for a particular classification shall be offered the appointment. Workers on re-employment lists shall retain the right to take promotional exams and/or receive promotional preference on exams.
- b) When required by the needs of the department and approved by the Employee Services Manager, selective certification may be utilized to re-employ workers with bilingual or steno skills.

Section 5.10 - Temporary Work for Laid Off Workers

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

Section 5.11 - Names Dropped from Re-employment List

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

Section 5.12 - Rights Restored

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

ARTICLE 6 - PERSONNEL ACTIONS

Section 6.1 - Probation

- Unless otherwise indicated, each new worker hired after the effective date of this Agreement shall serve a probationary period of 13 complete pay periods. An incomplete pay period served on initial appointment shall not be counted. Upon successful completion of such probationary period, the worker shall be deemed a regular worker. A leave of absence without pay shall not be credited toward completion of the worker's probationary period. The parties agree that probationary workers shall have all rights in this Agreement, unless otherwise specified, including full and complete access to the grievance procedure. Probationary workers shall not be eligible to bid for new or vacant work assignments pursuant to section 8.13 (c). Probationary workers may not grieve counseling's, disciplinary actions, or terminations during the probationary period.
- b) Workers who are terminated during probation shall receive five (5) days notice of termination or five days pay in lieu of notice. This pay in lieu of notice provision shall not be applied for workers whose conduct or performance warrants immediate removal from the workplace (e.g. Violence in the Workplace, Harassment, Theft or other acts of egregious employee misconduct).
 - A worker serving a new probation in the classified service, who transferred from the same classification in the unclassified service and had grievance rights pursuant to Section 6.2, shall retain those rights while serving the new probation period in the classified service.
- c) A worker with regular status, who is serving a subsequent probationary period, shall not be eligible to bid for new or vacant work assignments pursuant to section 8.13 (c). A worker with regular status, who is serving a subsequent probationary period and does not successfully complete that subsequent probationary period, shall be returned to his/her former class and shall not have the right to appeal such action. Return to former class in this instance shall not be considered a demotion.

Section 6.2 - Personnel Files

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

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

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

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

Section 6.3 - Disciplinary Action - Regular Classified

VTA may take disciplinary action for cause against any regular classified worker (including a worker with regular status, who is serving a subsequent probationary period) by suspension, demotion or discharge by notifying the worker in writing. Notice of disciplinary action must be served on the worker in person or by certified mail prior to the disciplinary action becoming effective. The notice shall be included in the worker's personnel file and a copy sent to the Union in person or by regular mail and designated Chief Steward and shall include:

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

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

The decision of the arbitrator shall be final and binding.

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

Section 6.4 - Counseling and Unfavorable Reports

a) Counseling

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

b) <u>Unfavorable Reports on Performance or Conduct</u>

If upon such counseling a worker's performance or conduct does not improve and disciplinary action could result, a written report shall be prepared by the supervisor including specific suggestions for corrective action, if appropriate. A copy shall be given to the worker and a copy filed in his/her personnel file. No unfavorable reports shall be placed in a worker's file unless such report is made within ten (10) working days of VTA's knowledge of the occurrence or incident which is the subject of this report. Workers shall have the right to grieve the factual content of such reports and/or attach a written response to the report for inclusion in their personnel file.

Section 6.5 - Return to Former Class

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

Section 6.6 - Unclassified Appointment

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

<u>Section 6.7 – Rights Upon Promotion or Transfer to Classified or Unclassified Service</u>

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

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

Section 6.8 – Transfers, Promotions, and Demotions

- a) The bid process, according to Section 8.13, shall only be used for movement within the same class.
- b) All 521 recruitments shall be listed on the internal transfer line for five days before being advertised to the public. If there are a sufficient number of qualified internal candidates (promotional and lateral transfers included) the job will not be advertised to the public.
- c) Movement to a different position includes:
 - 1) Promotion: the advancement from a position in one class to a position in another class with a higher salary range.
 - 2) Lateral Transfer: movement to a position within the same class or to a position in a different class within the same salary range.
 - 3) Demotion: movement from a position in one class to a position in another class with a lower salary range.
- d) A worker moving to a different class by means of lateral transfer, promotion, or demotion shall meet the minimum qualifications of such class. In addition to meeting the minimum qualifications, a worker moving to a different class shall compete in the appropriate selection process.
- e) The Santa Clara County Transportation Agency Policy No. 50, dated 1/2/95 and revised 7/17/95, from the Personal Policy and Procedures Manual is hereby incorporated into this section.

<u>Section 6.9 – Career Advancement Committee</u>

The Union and VTA shall maintain a joint committee to discuss and recommend, to the Director or Business Services, skills training, development, and promotional opportunity programs for Local 521 workers. The Committee shall include three members each from the Union and

Management, including the Employee Relations Manager or Supervisor. The Committee shall meet on an as needed basis but not less than once each month at a mutually agreed upon place and time. The initial meeting of the Committee shall take place within 60 calendar days of the signing of this Agreement.

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

Article 7- PAY PRACTICES

Section 7.1 – Salaries

a) <u>Salaries</u>

Effective August 3, 2015 (8/3/2015-8/16/2015 pay period, 8/21/2015 pay date), the first full pay period upon approval of a Total Package by the General Manager, ratification by the Union membership and approval by the Board of Directors, SEIU represented employees shall receive a 3.5% wage increase.

In 2016, effective the first full period one year after the initial wage increase (8/15/2016-8/28/2016 pay period, 9/2/2016 pay date), SEIU represented employees shall receive a 3.75% general wage increase.

Effective 8/14/2017 (8/14/2017-8/27/2017 pay period, 9/1/2017 pay date), SEIU represented employees shall receive a 4.0% general wage increase.

b) Salary Review

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

c) <u>Salary Survey</u>

SEIU 521 and VTA will establish a committee to determine those classifications to be used as Benchmarks for salary surveys. This committee will begin meeting in January of 2016 and will meet on a regular basis until all Benchmark classifications have been agreed upon.

Section 7.2 - Basic Pay Plan

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

a) Step One

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

b) <u>Step Two</u>

The second step shall be paid after the accumulation of 6 months of competent service at the first step.

c) <u>Step Three</u>

The third step shall be paid after the accumulation of 12 months of competent service at the second step.

d) Step Four

The fourth step shall be paid after the accumulation of 12 months of competent service at the third step.

e) Step Five

The fifth step shall be paid after the accumulation of 12 months of competent service at the fourth step.

f) Time for Salary Adjustments

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

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

a) Promotion

Upon promotion, a worker's salary shall be adjusted as follows:

- 1. For a promotion of less than 10%, the salary shall be adjusted to the step in the new range which provides for a corresponding percentage in increase salary.
- 2. For a promotion of 10% or more, the salary shall be adjusted to the step in the new range which provides for 10% increase in salary, or to the first step in the new range, whichever is greater.

b) Demotion

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

c) <u>Transfer</u>

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

d) Salary Anniversary Date

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

e) Seniority Rights

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

f) Voluntary Demotion

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

Section 7.4 - Part-Time Work

a) Salary Ranges

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

b) Benefits

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

- 1. Those workers who elect to be covered by VTA's insurance package (dental, health, life) shall authorize a payroll deduction for the appropriate prorated cost.
- 2. Workers may withdraw from the insurance package at any time. Workers may enroll in the insurance package upon entering part-time, upon changing from any increment of part-time to any other increment of part-time or to full-time, or once per year during the VTA-wide insurance window.

- 3. Any worker who becomes a part-time worker as a result of layoff from full-time will continue to receive full-time benefits until such time as he/she is offered a full-time position in his/her current classification or higher.
- 4. All workers who were in a part-time status as of December 5, 1983, shall continue to receive health, dental, and life insurance as full-time workers.

c) Split Positions

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

d) Variations of Part-Time Work

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

e) <u>Filling Part-Time Positions</u>

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

Section 7.5 - Paychecks

a) Night Workers

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

b) <u>Shortage Errors</u>

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

c) Overpayment Errors

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

In cases that necessitate payback of overpayments totaling more than \$200.00, the payback schedule shall be subject to the meet and discuss process. If a worker requests, he/she may opt for a plan which includes signing a promissory note or lien.

VTA will notify the Union and the worker ten working days prior to implementing any repayment action.

Section 7.6 - Automatic Check Deposit

VTA shall continue to maintain an automatic check deposit system for the use of employees during the term of this Agreement.

ARTICLE 8 - HOURS OF WORK, OVERTIME, PREMIUM PAY

Section 8.1 - Hours of Work

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

Section 8.2 - Overtime Work

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

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

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

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

b) Overtime Defined - Workers Exempt from the FLSA

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

of overtime. The General Manager shall determine by administrative order those classes and positions which shall be eligible for overtime work and payment.

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

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

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

d) Rate of Pay - Workers Exempt from the FLSA

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

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

f) <u>Distribution of Overtime</u>

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

Section 8.3 - Alternate Work Schedules/Hours of Operation

- a) It is understood that workers have the right to meet and discuss at the department level on alternate hours. The parties agree that shift selection based on seniority, merit and ability being adequate, may be an appropriate method for determining shift assignments; however, the department may establish other criteria based on operational considerations.
- b) It is recognized that unless otherwise established by agreement or practice, the regular VTA business hours are 8:00 a.m. to 5:00 p.m. and adequate coverage shall be maintained to assure the highest quality of service. Alternate work schedules based on eight hour shifts with either one-half or one hour lunch periods may be established.
- c) Matters subject to alternate work schedule negotiations under this Agreement to proceed as follows:

1. <u>Negotiations</u>

The Union or the department shall make prompt request to meet and discuss, specifying the matter to be negotiated. The other party shall respond promptly, and they shall commence meeting and discussing at the earliest mutually agreeable date and attempt to reach agreement. Thereafter, either party may declare impasse in such negotiations.

2. <u>Impasse</u>

If impasse is declared, the Union and VTA shall, within 30 calendar days, resolve the dispute, drop the matter or move the matter to the next level.

3. Board of Directors

If the matter is moved to the next level, the moving party shall set forth the present issues of disagreement and it shall be promptly referred to the Board of Directors for appropriate action.

4. <u>Time Limits</u>

Failure to move the matter to the next level within the time limits described herein shall result in the dropping of such negotiations for the term of this Agreement; however, the parties may mutually agree, in writing, to extend the time limits.

Section 8.4 - Meal Periods

a) Length

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

b) Overtime Meals

If a worker is assigned and works two or more hours of overtime work contiguous to his/her regular work shift or is called in within three hours of his/her scheduled quitting time and then works two or more hours of overtime work, VTA will pay a meal reimbursement of \$15.00. Workers shall be provided an additional reimbursement as above for seven hour period of overtime completed thereafter. If a worker is called in after three hours of his/her scheduled quitting time and if less than two hours prior notice is given and the worker then works four or more hours of overtime, then VTA will pay a meal reimbursement of \$15.00.

Section 8.5 - Rest Periods

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

Section 8.6 - Clean-up Time

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

Section 8.7 - On-Call Pay

a) <u>Definition</u>

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

b) Classifications Eligible

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

c) Rates of Pay

Workers assigned to on-call duty shall receive, in addition to their regular salary, \$25.00 for each eight hour shift, or substantial portion thereof, of assigned call duty.

d) Communication Devices

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

Section 8.8 - Call-Back Pay

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

1. If a worker is required to return to work, then the worker would receive a minimum of four (4) hours Call Back Pay. Workers will be credited for each call-back during a

scheduled shift. Workers shall not be credited with additional call-backs until the original four hour call-back time has elapsed.

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

Call-back pay is subject to all provisions of Article 8, Section 8.2, Overtime Work.

Section 8.9 Shift Differential

a) Shift Differential

An evening shift differential of \$2.50 per hour shall be paid to workers for each hour worked after 2:00 p.m. if at least five hours of an assigned schedule of contiguous work hours (to include overtime) are worked after 5:00 p.m. and before 7:30 a.m.

b) Regularly Scheduled Shifts

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

c) Overtime Shifts

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

d) Part-time Workers

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

e) Eligible Classifications

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

- f) The shift differential shall not be allowed in computing payments at time of termination.
- g) This differential shall only be paid on actual hours worked. In addition, workers whose shifts are temporarily changed (either voluntarily or at management discretion) will be paid based on actual hours worked.

Section 8.10 - Temporary Work Location

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

Section 8.11 - Bilingual Pay

On recommendation of the appointing authority and the Employee Services Manager, VTA may approve payments of \$170 per month to a bilingual worker whose abilities have been determined by the Employee Services Manager as qualifying to fill positions requiring bilingual speaking and/or writing ability. Bilingual skill payments will be made when:

- a) Public contact requires continual eliciting and explaining information in a language other than English; or in sign language (ASL or SEE); or
- b) Where translation of written material in another language is a continuous assignment; or
- c) The position is the only one in the work location where there is a demonstrated need for language translation in providing services to the public.

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

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

Section 8.12 - Voluntary Reduced Work Hours Program

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

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

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

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

a) <u>Seniority Defined</u>

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

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

- 4) Current workers and workers newly hired into VTA shall have days of accrued service for seniority purposes as defined in this Section. For purposes of this Section 8.13 only, if a worker resigns or leaves VTA, his/her days of accrued service starts upon the effective date of rehire into VTA.
- Human Resources will establish and post a master seniority list. A copy will be provided to the Union. Such list shall be updated semi-annually. Workers or the Union shall notify Human Resources in writing of any discrepancies within 30 days of the posting. A written response will be sent to the worker and the Union will be copied within ten working days of receipt.

b) Work Unit Listing

The Union shall meet with each Division Chief, Director and/or designee and with a representative of Employee Relations to establish division work units. If the Union and VTA management cannot reach agreement, within 3 months of approval of this Agreement, thereafter either party may declare an impasse; if an impasse is declared, the matter shall be referred to a mediator from The State Mediation & Conciliation Service (SMCS) of the State of California for resolution. If the parties cannot reach agreement, the decision of the mediator shall be binding. The cost of the mediation shall be borne equally by VTA and the Union.

The following is a list of Divisions for purposes of Section 8.13:

Office of the General Manager
Office of the Chief of Staff
Business Services
Engineering & Transportation Infrastructure Development
Finance & Budget
Government Affairs
Operations
Planning & Program Development
System Safety & Security

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

c) Work Assignments

1. Work assignments means hours of work, days off, base of operations and work unit.

- 2. New or vacant work assignments shall be offered to qualified workers outside the work unit in that classification, by seniority. When more than one regular shift exists within a work unit, bidding for the new or vacant work assignment will include workers within the unit assigned to other shifts.
- 3. A classified worker can only bid to a classified position and an unclassified worker can only bid to an unclassified position.
- 4. When special qualifications are necessary for a work assignment within a classification, bidding may be limited to workers who possess those qualifications. Notice of special qualifications will be included in the bid.
- 5. An unassigned differential in a clerical work unit, whether as a full or partial assignment, shall be offered to workers within the unit not receiving the differential in seniority order, merit and ability being adequate. The least senior worker in the work unit may be required to take the assignment. Any resulting vacancy will be posted for bid and selection in accordance with the bidding requirements of this Section 8.13.
- 6. The bidding period shall be a maximum of six working days. During this posting period, qualified workers from outside the work unit or on a different shift within the work unit may submit bids. Any vacancy created by the selection of someone bidding the original vacancy shall cease after two additional postings or if no transfer requests have been received, whichever comes first. Thereafter, vacancies may be filled through appropriate Personnel Policies and Procedures. The parties may agree to an expedited bid process.
- 7. Workers who are absent on an approved leave of less than one month may leave an authorized and signed proxy with their Union Steward. The Steward can submit any proxy bids, if postings occur.
- 8. The most senior worker who applies for a transfer to fill a vacancy will be selected for that vacancy unless management can demonstrate that the worker lacks the qualifications to perform the job sought. Management may use as criteria experience in like assignments, a candidate's disciplinary record, and the quality and quantity of work in current and past assignments. A disqualified senior worker may challenge the determination through the grievance and arbitration procedure. The burden to establish the correctness of its' determination is on management.
- 9. Workers shall be assigned to regular shifts with regular days off. If a change of hours or days off is considered by management, the Union and workers shall be notified in writing. If the Union wishes to meet and discuss such a change with management, no decision will be made until the meet and discuss process has been completed. Emergency changes of hours may be made without such notice

for up to five working days on a voluntary basis. Such emergency changes will not be used as a means to avoid overtime.

10. VTA and the Union agree that no provisional appointments will be made without mutual agreement.

d) Work Out of Class (WOOC)

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

1. Pay

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

Workers in a WOOC assignment shall count the time as experience for promotional opportunities into the classification when the WOOC is assigned for at least one full pay-period.

2. Application to Holiday and Sick Leave

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

- a) Holidays when the worker is assigned and works WOOC the day prior to and following the holiday.
- b) Sick leave absences when the worker is assigned WOOC and while absent is not relieved by the incumbent or by another worker assigned WOOC in the same position

3. Vacant Regular Codes

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

4. Work Out of Class into 521 represented Classes

When work-out-of-class status is assigned from one 521 represented class to another 521 represented class, the assignment will be offered on a rotational basis by seniority. When practical, VTA will offer WOOC assignments to qualified, interested regular workers prior to offering such assignments to extra help or contract workers. When special qualifications are necessary for a work assignment within a classification, WOOC may be limited to workers who

possess those qualifications. Notice of special qualifications will be included in the assignment. Management may use experience in like assignments, a worker's disciplinary record, and the quality and quantity of work in current and past assignments to determine eligibility.

- i. Where applicable each January, management will notify workers of the sign-up period for work-out-of-class and conduct the annual sign-up.
- ii. The rotational list will include all qualified workers in the work unit who have signed up and shall first be established in seniority order (most senior first) and thereafter be rotational. Each worker who was offered or worked the assignment shall be moved to the bottom of the list.
- iii. VTA shall notify those workers who are deemed not qualified for a particular assignment within 45 days after the closing of the sign-up period, and will meet and discuss with the Union upon request during the next 15 days to review the list of those disqualified. This list will be in effect for one year, at which time a new sign-up will be held. Workers assigned to a work unit after the work-out-of-class list has been established will be placed on the list in seniority order.
- iv. Management may require the worker at the top of a work-out-of-class list, as it exists, to take an assignment if all others refuse the assignment.
- v. Each worker on the list may remove his/her name from the list by giving written notice to the supervisor. This worker cannot then be reinstated on the work-out-of-class list until the next January sign-up period.
- vi. If the worker refuses two offers of work-out-of-class in any one year sign-up period, the worker will not be eligible for future work-out-of-class assignments in that year.
- vii. Any worker absent and therefore unavailable for work-out-of-class assignments shall be deemed to have been offered the assignment. This shall not be considered a refusal as described in (vi.) above.

e) <u>Holiday and Overtime Work</u>

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

1. Overtime will be offered first to the worker performing that activity during the preceding shift, where applicable. All possible advance notice of overtime assignments will be given.

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

Overtime and holiday work shall be offered to a qualified worker with the least amount of overtime (LAO) with the highest seniority. The LAO calculations will be based on the date the overtime is offered. If no one volunteers and the only alternative would be contracting outside labor, the least senior available worker at the location affected will be required to work. All advance notice of overtime assignments will be given. Union and Management agree that this clause does not prohibit VTA from contracting out.

f) <u>Vacation Scheduling</u>

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

Section 8.14 - Lead and Training Differentials

a) Lead Differential

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

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

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

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

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

b) <u>Training Differential</u>

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

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

6. Assists the supervisor in reviewing trainees' work.

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

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

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

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

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

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

ARTICLE 9 - UNIFORMS AND CLOTHING

Section 9.1 - Uniforms

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

In such instances, the Union will be given a minimum of 30 calendar days notice and an opportunity to meet and discuss whether the classification shall be eligible for a uniform allowance or if the department will provide the uniform or uniform items, as well as the safety aspects of the uniform requirements and uniform items.

Section 9.2 - Repair/Replace Claims

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

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

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

Section 9.3 - Safety Shoes

Reimbursement

a) <u>Annual Safety Shoes</u>

Workers in the classes listed below shall be provided a safety shoe voucher, for VTA approved safety shoes not to exceed the cost of \$200 annually effective August 6, 2015.

Annual Eligible Classes for Safety Shoes

Auto Attendant

Bus Stop Maintenance Worker

Communications Systems Analyst

Construction Inspector / Senior Construction Inspector

Environmental Health and Safety Specialist

Facilities Maintenance Assistant

Facility Maintenance Representative

General Maintenance Mechanic

Janitor (with skid soles)

Light Rail Signal Maintainer

Mail & Warehouse Worker

Quality Assurance and Warranty Specialist

Senior Signal Maintainer

Transit Center Maintenance Worker

Utility Worker

Vault Room Worker

b) Biennial Safety Shoes

Workers in the classes listed below shall be provided a safety shoe voucher, for VTA approved safety shoes not to exceed the cost of \$200 biennially effective August 6, 2015.

Engineering Aide I/II
Engineering Tech I/II/III

Maintenance Scheduler

Reprographics Services Specialist I/II

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

c) <u>Safety Committee Review of Safety Shoe Requirement</u>

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

d) Voucher Process

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

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

Section 9.4 - Safety Glasses

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

ARTICLE 10 - HOLIDAYS

Section 10.1 - Legal Holidays

The following shall be observed as legal holidays:

- a) January 1
- b) Third Monday in January (Martin Luther King, Jr. Birthday)
- c) Third Monday in February
- d) March 31 (Cesar Chavez's Birthday)
- e) Last Monday in May
- f) July 4
- g) First Monday in September
- h) Second Monday in October
- i) Veteran's Day to be observed on the date State of California workers observe the holiday

- j) Fourth Thursday in November (Thanksgiving Day)
- k) The Friday following Thanksgiving Day (Day after Thanksgiving)
- 1) December 25
- m) Other such holidays as may be designated by the Board of Directors

All previous informal time off practices are eliminated and unauthorized.

Section 10.2 - Observance

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

Section 10.3 - Holiday Work

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

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

When Christmas Day, December 25, or New Year's Day, January 1 falls on a Saturday or Sunday, workers who are normally scheduled to work on that day and actually work, shall receive holiday pay in accordance with Section 10.3 for the time worked on Christmas Day or New Year's Day. For these workers, no holiday pay shall be paid for work on the observed day (either the Friday prior to, or the Monday that follows Christmas Day or New Year's Day). It is understood that the Union may waive provisions of Section 8.13 for purposes of this section.

ARTICLE 11 - VACATIONS

Section 11.1 - Vacation Earnings

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

vacation shall be computed at the rate of 21 working days per year. Beginning with the tenth year (2,350th day) of continuous service, vacation shall be computed at the rate of 23 working days per year. Beginning with the fifteenth year (3,655th day) of continuous service, vacation shall be computed at the rate of 25 working days per year. Beginning with the twentieth year (4,960th day) of continuous service, vacation shall be computed at the rate of 27 working days per year.

a) Time for Vacations

The time for vacation shall be determined by the appointing authority after due consideration of worker convenience and administrative requirements, and in accordance with Section 8.13, Seniority Bidding.

b) Vacation Accrual

Any vacation accrued during a one-year period (26 pay periods) should be taken by the worker during the following one-year period.

c) <u>Vacation Carry-over</u>

If the worker does not take all the vacation to which he/she is entitled in the previous calendar year, he/she shall be allowed to carry over the unused portion up to a maximum of three years' vacation earnings. Any accruals exceeding the three year maximum will be paid off in the first complete pay period of January of the following year.

d) Vacation Cashout

Employees may cash out any vacation balance in excess of 80 hours. Cashouts may be requested at any time during the year. Cashouts must be for a minimum of 40 hours.

e) <u>Vacation Payoff</u>

A person who terminates employment shall be paid the monetary value of the earned vacation as of the actual date of termination of employment.

f) Use

At the worker's reasonable advance request, up to one of the worker's vacation days shall be scheduled either before or after Christmas, or New Year's except where staffing needs require otherwise. If a worker is assigned and works on Thanksgiving Day or the Friday after Thanksgiving, the worker shall have first preference for use of accrued but unused vacation leave on the day before or the day after either Christmas or New Year's. "Preference" and "staffing needs" as used in this paragraph relate to the worker's work assignment and/or area.

g) <u>Birthday Holiday</u>

One annual day of vacation may be taken on the worker's birthday. The parties agree that an alternate day may be determined by the appointing authority after due consideration of worker convenience and administrative requirements.

ARTICLE 12 - LEAVE PROVISIONS

Section 12.1 - Sick Leave

a) Rate of Accrual

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

b) Doctors' Notes

Request for sick leave with pay in excess of three working days must be supported by a statement from a licensed medical practitioner who is eligible for third-party reimbursement. The appointing authority may require such a supporting statement for absences less than three days.

A doctor's note requirement may be placed upon a worker for more than 90 calendar days. A written notice shall be provided to the worker outlining the purpose and duration of the doctor's note requirement and any follow-up activities.

The appointing authority may require such a supporting statement for absences less than three days should the supervisor suspect an abuse of sick leave. If there is no documented pattern of sick leave abuse a worker shall be allowed 1.5 hours of release time at the end of the regular work day to obtain the supporting documentation. If abuse of sick leave has been established, the worker shall be required to provide supporting documentation for future absences on the workers own time.

c) Sick Leave Accrual

Unused sick leave time may be accrued without limitation.

d) <u>Sick Leave Used for Care of Immediate Family</u>

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

e) Day Defined/Sick Leave Payoff

For purposes of this paragraph, a day is defined as eight work hours. Upon death or retirement, up to 60 days of accrued sick leave shall be paid off at a rate of 50% of the equivalent cash value. All accrued balances beyond 60 days shall be paid off at the rate of 12 1/2% of the accrued cash value (one hour's pay for one day of accrual). Upon resignation in good standing, workers with ten or more years of service shall be paid up to 60 days of accrued sick leave at the rate of 25% of the equivalent cash value. All accrued balances beyond 60 days will be paid off at the rate of 12 1/2% of the accrued

cash value. All other rights to sick leave with pay of a worker shall be cancelled upon his/her separation from VTA; provided, however, if a worker resigns or is separated on a layoff and is reinstated or re-employed within one year from the date of resignation or two years from the date of layoff, such worker's right, if any, to sick leave with pay shall be restored to him/her. At the worker's option, he/she may convert accrued but unused sick leave at retirement to credit one month of worker's medical premium for each day of sick leave accrued.

f) Reinstatement Pay Back

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

g) <u>Vacation Illness Conversion</u>

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

h) Exhaustion of Sick Leave

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

Section 12.2 - Compulsory Leave

a) Physical Examination

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

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

b) Court Related

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

1. Determination of Innocence

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

2. Determination of Guilt

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

Section 12.3 - Military Leave

a) Governing Provision

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

b) Physical Examination

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

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

Section 12.4 - Leave Without Pay

a) Reasons Granted

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

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

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

b) <u>Leave for Union Business</u>

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

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

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

c) Revocation

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

d) <u>Vacation Leave Without Pay Option</u>

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

Section 12.5 - Family Leave

a) Parental Leave

1. Length

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

2. <u>Sick Leave Use</u>

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

b) Other Family Leave

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

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

a) Response to Summons

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

b) Response to a Subpoena

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

c) Release Time

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

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

d) Return to Work

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

e) Voluntary Jury Duty

Nothing in this Section shall prevent any worker from serving on a jury more than once per calendar year, provided, however, that such additional periods of absence from regular duties as a result thereof shall be charged, at the option of such worker, to either accrued vacation time or leave without pay

Section 12.7 - Tuition Assistance

- a) VTA shall maintain a tuition assistance program for the term of this Agreement in accordance with VTA's Educational and Development Program.
- b) VTA shall provide tuition reimbursement in an amount not to exceed \$2,000 per employee, per fiscal year.

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

c) Within the limits of the program, employees whose salary does not exceed \$70,000 annually are eligible to receive immediate payment of 50% of tuition and other required costs (including textbooks) upon presentation of a course schedule. The employee agrees to present the original proof of payment within two weeks of receiving an advancement of funds from VTA. If proof of payment is not received within two weeks of receiving an advancement, the employee authorizes VTA to deduct the mutually

agreed payment amount owed to VTA on the following pay-period from the employee's paycheck.

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

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

d) <u>Make-up Time</u>

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

e) VTA shall fund an amount not to exceed \$3,500 on a matching basis (dollar for dollar) on contributions made by employees for individual professional development education. The amount is over and above the Tuition Reimbursement Program and tuition reimbursement cannot be used as matching funds. At the discretion of VTA, eligible expenditures may include professional registration fees; travel related expenses, such as lodging and transportation, for college level courses, certified programs and/or continuing educational credits. All courses, education programs, seminars, conferences, etc., must receive prior approval by the Chief of the Division, the Manager for Employee Development and Training, and when required, by the General Manager. Paid time off may be providing during normal work hours with prior approval by the Division Chief. If paid time off is granted, it will serve as VTA's matching funds.

Section 12.8 - Bereavement Leave

Leaves of absence with pay shall be granted workers in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the mother, father, grandmother, grandfather, son or daughter of the worker or of the spouse/ registered domestic partner of the worker and the spouse/ registered domestic partner, stepparent, son-in-law, daughter-in-law, brother, sister, grandchild,

brother-in-law, or sister-in-law of the worker or any person living in the immediate household of the worker. Up to 40 hours pay shall be granted which will consist of 24 hours not charged to any accumulated balance followed by 16 hours chargeable to sick leave, if necessary. If 250 miles of travel are required, up to 72 hours pay shall be granted which will consist of 32 hours not charged to any accumulated balance and 40 hours chargeable to sick leave. Any travel exceeding 250 miles from the VTA River Oaks campus must be supported with written verifiable documentation including mileage and location of services immediately upon return to work.

ARTICLE 13 - BENEFIT PROGRAMS

Section 13.1 - Workers' Compensation

a) Eligibility

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

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

Leave of absence due to disability covered by Worker's Compensation shall be limited to two years.

b) <u>Compensation</u>

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

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

c) <u>Industrially Injured Workers - Temporary Modified Work Program</u>

During the term of the 1987-89 Agreement VTA established a pilot program to return workers with temporary disabling occupational injuries or illnesses to modified duty in their department as soon as medically practical. Pursuant to the program, departmental managers in departments covered by the program make every reasonable effort to provide meaningful work assignments to all such workers capable of performing modified work. The maximum length of such work program shall not initially exceed three months.

There are three kinds of "Temporary Modified Work" shown in order of preference:

- 1. Return to the worker's same job with some duties restricted.
- 2. Return to the same job, but for fewer hours per day or fewer hours per week. To be used if an injured worker cannot return on a full-time basis.
- 3. Return temporarily to a different job. This is the least desirable and will only be attempted if the regular job cannot be reasonably modified to meet the injured worker's medical limitations.

d) <u>Treatment Following Return from Leave</u>

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

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

e) Clothing Claims

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

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

- 1. 75% of proven replacement cost or
- 2. the repair cost.

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

Section 13.2 - Insurance Programs

a) Medical Coverage

1. VTA will offer CalPERS Medical effective 1/1/16. Only those medical plans offered under the CalPERS program will be offered to employees and retirees. It is understood that CalPERS determines, from year to year, which medical plans will be offered, including premiums, plan design, co-payments, co-insurance, and deductibles for each plan, if any.

VTA will contribute up to the Kaiser Bay Area Family rate for employees, effective 1/1/16. Employees will pay the excess above the Kaiser Bay Area Family rate.

2. Domestic Partners

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

- 3. Medical Premium Payments During Family Leave Without Pay,

 Medical Leave Without Pay and Industrial Injury Leave

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

4. Medical Benefits for Retirees

- a. For retirees and survivors in California: VTA will contribute up to the Kaiser Bay Area Single Party rate for CalPERS medical plans for retirees and eligible survivors residing in California, effective 1/1/16. Retirees will pay the excess above the Kaiser Bay Area Single Party rate.
- b. Retirees and survivors outside of California: VTA will contribute up to the Kaiser Out of State Single Party rate for retirees and eligible survivors living outside of California. Retirees will pay the excess above the Kaiser Out of State Single Party rate, effective 1/1/16.
- c. Retirees eligible for Medicare are required to enroll in Medicare Part A & B and a Medicare Supplement plan. Retirees enrolled in Medicare shall receive reimbursement for Medicare B premiums, not including any late enrollment penalties.

- d. Spouses of retirees are eligible for medical coverage at their own expense.
- e. Survivor coverage will be paid by VTA up to the Kaiser Bay Area Single Party rate if residing in California, and up to the Kaiser Out of State Single Party rate if residing outside of California. Survivors will pay the excess above the VTA contribution.

A. Defined Benefit Retiree Medical Program:

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

b) <u>Dental Coverage</u>

VTA shall provide both an indemnity and an HMO dental plan. VTA shall make full payment of the premium for the worker and eligible dependents on either plan. The existing Delta Dental Plan coverage will be continued in accordance with the following schedule:

Basic and Prosthodontics: 75-25 - no deductible. \$2000

maximum per patient per calendar

year.

Orthodontics: 60-40 - no deductible. \$2000

lifetime maximum per patient (no

age limit).

c) Life Insurance

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

d) Vision Care Plan

VTA agrees to provide a Vision Care Plan for all workers and eligible dependents. The Plan will be the Vision Service Plan – Option 2 (frame/contact allowance of \$150) with benefits at 12/12/12 month intervals with \$20.00 dollar deductible for examinations and \$20.00 deductible for materials. VTA will fully pay the monthly premium for worker and eligible dependents.

e) <u>Flexible Spending Accounts (FSA)</u>

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

Section 13.3 - Training for Disabled Workers

a) Vocational Rehabilitation

When a worker is determined by VTA unable to return to the classification in which he/she was employed at the time of injury or illness because of a work-connected illness or injury and does not elect a disability retirement, that worker will be offered vocational rehabilitation.

b) Lateral Transfer/Demotion Openings

If the worker meets all the qualifications for a particular position (this would take into account his/her medical limitations, prior work experience and skills) and an opening exists that involves a lateral transfer or demotion, the position shall be offered to the worker.

c) Salary Level

In accordance with Personnel Policies and Procedures, the salary of the employee shall be placed at the step in the salary range which corresponds most closely to the salary received by the employee as of the time of injury. In the event that such a demotion would result in a salary loss of more than 10%, the employee's new salary shall be set at the rate closest to but not less than 10%, below his salary as of the time of injury. It is understood that "salary as of time of injury" as used in the previous sentence refers to range and step, not specific dollars.

d) Training Program

In those cases where the worker may not have the necessary prior experience or all the required skills but there is reasonable assurance that the worker will be capable of obtaining them through a designated formal on-the-job training program, VTA will make reasonable efforts to place the worker in a training program.

e) <u>Placement Review</u>

If, after a period on the job, it is demonstrated that the worker is unable to develop the required skills, knowledge and abilities and/or cannot meet the physical requirements to handle the new position, he/she will be placed on a leave of absence and the placement process begins again.

f) Promotions

Any position which involves a promotion will call for the normal qualifying procedures, written and/or oral examination. However, if it is found that a worker meets all the qualifications for a higher paying position and an eligibility list is already in existence, the worker shall be allowed to take a written and/or oral examination, and, if the worker qualifies, the worker's name will be placed on the eligibility list commensurate with his/her score.

g) Referral to Accredited Rehabilitation Agency

In those cases where VTA is unable, for one reason or another, to place a worker in a comparable occupation, that worker's case will be referred to an accredited

rehabilitation agency as approved by the Division of Industrial Accidents for testing, counseling and retraining at either VTA's or State's expense.

h) <u>State Legislation</u>

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

Section 13.4 - Deferred Compensation Plan

VTA will continue the present deferred income plan. If VTA proposes to change the plan, it shall provide appropriate notice to the Union and the parties shall meet and discuss over said changes.

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

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

Section 13.6 - Dependent Care Assistance Program

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

Section 13.7 - Dual Coverage

Spouses and same sex domestic partners of workers, as well as the worker, employed by VTA shall not be eligible for dual medical coverage. Spouses and same sex domestic partners who are both employed by VTA may choose separate medical plans. Non-employee eligible dependents may be covered on either worker's plan (at the worker's choice), but cannot be covered on both. All non-employee eligible dependents must be covered on the same plan. VTA reserves the right to select the least costly method of implementing the medical plan chosen by each worker.

<u>Section 13.8 - Employee Assistance Program</u>

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

ARTICLE 14 - PERS - SOCIAL SECURITY

VTA shall continue to contract with the California Public Employees' Retirement System (PERS) to provide eligible workers the 2% at 55 Local Miscellaneous Member retirement plan with one year Final Compensation (single highest year).

VTA shall pay the entire (employer and worker) contribution toward the PERS plan for all eligible workers until 12/31/2011.

Workers hired prior to January 1, 2012:

- 1) Effective the second pay period in January 2012, VTA shall pay the entire employer contribution to PERS. Workers shall pay 1% toward the required worker contribution and VTA shall pay the balance of the required worker contribution.
- 2) Effective the first full pay period in January 2013, VTA shall pay the entire employer contribution to PERS. Workers shall pay 3.0% of salary toward the required employee contribution. VTA shall pay the balance of the required contribution to PERS.
- 3) Effective the second pay period in March, 2014, VTA shall pay the entire employer contribution to PERS. Workers shall pay 4.0% of salary toward the required employee contribution. VTA shall pay the balance of the required contribution to PERS.
- 4) Effective the first full pay period in January, 2015, VTA shall pay the entire employer contribution to PERS. Workers shall pay 5.0% of salary toward the required employee contribution. VTA shall pay the balance of the required contribution to PERS.
- 5) Effective the first full pay period one year after the initial wage increase, August 2016 (8/15/2016-8/28/2016 pay period, 9/2/2016 pay date), VTA shall pay the entire employer contribution to PERS. Workers shall pay 5.5% of salary toward the required employee contribution. VTA shall pay the balance of the required contribution to PERS.
- 6) Effective 8/14/2017 (8/14/2017-8/27/2017 pay period, 9/1/2017 pay date), VTA shall pay the entire employer contribution to PERS. Workers shall pay 6.0% of salary toward the required employee contribution. VTA shall pay the balance of the required contribution to PERS.

Workers hired in or after the first full pay period in January 2012:

For Workers hired in or after the first full pay period in January 2012, VTA shall pay the entire employer contribution to PERS. Workers shall pay 6% of the required worker contribution to PERS and VTA shall pay the balance of the required employee contribution to PERS. Effective pay period 1 of 2013, VTA shall pay the entire employer contribution to PERS and workers shall pay the entire worker contribution to PERS (7%).

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

ARTICLE 15 - USE OF PRIVATE VEHICLES AND MILEAGE PAYMENT

Section 15.1 - Use of Private Vehicles

a) <u>No Requirement</u>

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

b) Authorization of Use

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

c) <u>Damage</u>

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

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

Section 15.2 - Reimbursement for Use of Private Vehicle

a) Mileage Reimbursement

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

Section 15.3 - VTA Business Travel

a) Meal Reimbursement

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

No Receipt		Receipts Required	
Breakfast	\$7.00	Breakfast	\$15.00
Lunch	\$8.00	Lunch	\$17.00
Dinner	\$15.00	Dinner	\$30.00

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

b) Out-of-State Advance

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

c) <u>Claims for Travel Expense</u>

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

Section 15.4 - Parking Stickers for Workers with Disabilities

All workers determined by VTA to be disabled in accordance with standards of the State of California Department of Motor Vehicles will be issued a disabled workers parking sticker for their private vehicle.

Section 15.5 - Transit Passes

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

ARTICLE 16 - WORKERS IN OTHER CATEGOREIS

a) Coverage Under the Contract

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

b) <u>Seniority</u>

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

c) Examinations

Such workers shall be allowed to participate in examinations in the classified service equivalent to the positions they occupy as well as all open and/or promotional examinations for which they qualify.

d) New Programs

Prior to final approval by VTA and the granting authority of new special programs funded from State and/or Federal sources which create positions which are the same or similar positions covered by this Agreement, the parties agree to meet and discuss on:

- 1. Coverage of such positions by all or any portion of the terms of this Agreement.
- 2. The impact the utilization of such positions may have on workers in positions currently covered by this Agreement.

ARTICLE 17 - SAFETY

Section 17.1 - Safety Standards

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

Section 17.2 - Ambience Guidelines

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

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

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

"Extremes" in such factors are not specifically defined here, but should be determined by each department in accordance with the season of the year or the work setting, based on commonly

accepted standards for the nature of the work and the facilities or environment in which the work is performed. Distinctions should be kept in mind between comfort, efficiency and health considerations. Under these guidelines, each Division should determine acceptable limits of variation based on the factors described above, giving due regard to the work environment and its inherent characteristics and limitations. Division determinations concerning extremes and acceptable limits of variation are subject to review by the Risk Management Department.

Procedures

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

Buildings

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

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

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

Outside of Buildings

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

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

Alternatives When Environmental Extremes Exist

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

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

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

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

Section 17.3 – Good Faith Refusal

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

ARTICLE 18 - GRIEVANCE PROCEDURE

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

Section 18.1 - Grievance Defined

a) <u>Definition</u>

A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Agreement, VTA Personnel Policies and Procedures, resolutions, Policy and/or Procedure Manuals, or alleged infringement of a worker's personal rights (i.e., discrimination, harassment) affecting the working conditions of the workers covered by this Agreement, except as excluded under Section 18.1(b).

b) Matters Excluded From Consideration Under the Grievance Procedure

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

Section 18.2 - Grievance Presentation

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

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

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

Section 18.3 - Procedural Compliance

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

Section 18.4 - Time Limits

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

Section 18.5 - Informal Grievance Step

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

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

Section 18.6 - Formal Grievance

- a) <u>Step One</u> Within 30 calendar days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to Employee Relations (ER). This copy shall dictate time limits. The grievance form shall contain information which identifies:
 - l. The aggrieved;
 - 2. The specific nature of the grievance;
 - 3. The time or place of its occurrence;
 - 4. The rule, law, regulation, or policy alleged to have been violated, improperly interpreted, applied or misapplied;
 - 5. The consideration given or steps taken to secure informal resolution;
 - 6. The corrective action desired; and
 - 7. The name of any person or representative chosen by the worker to enter the grievance.

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

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

b) <u>Step Two - Arbitration</u>

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

1. Selection of the Arbitrator

When the parties cannot reach mutual agreement regarding an arbitrator, they will request a list of seven names from the State Conciliation and Mediation Service and strike names until an arbitrator is selected. The parties shall flip a coin to determine who strikes first. The parties will alternate the flipping of the coin. In addition, all parties will attempt to stipulate to all facts, disclose all pertinent information and agree on the question or questions to be submitted to an arbitrator.

The arbitrator shall be requested to agree to render a decision within 30 calendar days of the hearing, receipt of the transcription or the briefs, whichever is later.

The arbitrator's compensation and expenses shall be borne equally by the worker or the Union and VTA. Decisions of the arbitrator shall be final and binding.

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

2. <u>Alternative Dispute Resolution</u>

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

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

Section 18.7- Expedited Arbitration

- a) VTA and the Union may upon mutual agreement of the specific case/or cases submit grievance disputes to expedited arbitration in the interest of obtaining a prompt disposition of the grievances brought by workers, the Union, or VTA.
- b) The expedited arbitration shall be conducted according to the following rules, and the arbitrators shall be required to agree to abide by them:
 - 1. VTA and the Union shall agree to schedule as many cases as can be reasonably presented within a normal work day.
 - 2. Prior to the arbitration, the parties must mutually agree to the question to be placed before the arbitrator or the case will not proceed through this process.
 - 3. It is the intent of this expedited arbitration procedure to not record these proceedings. It is agreed, however, that either party may request a stenographic record and transcripts and the party requesting the record shall bear the full cost

- of the reporter's fee and transcript. The other party shall not be entitled to a copy, unless the parties agree to share the costs.
- 4. The parties shall be represented by staff advocates. The parties shall not be represented by attorneys in the arbitration hearing. Staff advocates shall present their cases in accordance with standard rules of evidence and accepted arbitrable conduct.
- 5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post-hearing briefs shall not be submitted, unless otherwise mutually agreed.
- 6. The arbitrator shall render his or her decision after each party has presented and summarized its case. The arbitrator shall confirm his/her decision in a written letter to each party.
- 7. The arbitrator shall be paid a flat fee for each day of hearings, regardless of the number of cases presented during that day's hearing.

Section 18.8 - Arbitration Release Time

- a) The worker on whose behalf the grievance has been filed will be granted release time for the entire hearing. Release time to serve as a witness will be granted on a scheduled basis, i.e., when the worker is scheduled to appear. In the case of a group grievance, release time will be granted for the designated spokesperson for the entire hearing. Release time also will be granted to the appropriate Chief Steward, Assistant Chief Steward, or designee.
- b) Other requests for leave for the purpose of participation in a grievance arbitration hearing will also be granted and charged to the worker's own leave time provided the absence does not unduly interfere with the performance of service.

ARTICLE 19 - RECLASSIFICATION

Section 19.1 - Reclassification

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

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

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

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

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

Section 19.2 - Allocation Review

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

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

Notice to Appointing Authority Pre-hearing Allocation Review Board

October 1, 2016 February 1-March 31, 2017 April 1-30, 2017

- b) The parties agree that the following procedures shall apply:
 - 1. VTA and the Union shall identify and agree to a list of challenged allocations. Additions to the list may be made by mutual agreement. Only the worker who is the incumbent of the position on the date of the Request for Review and continues to be the incumbent on the date of the Allocation Review Board (ARB) hearing will be allowed to appeal to the ARB, with Union concurrence.
 - 2. A series of informal meetings called the Pre-Arbitration Review will be held in an attempt to resolve challenged allocations prior to the formal Allocation Review Board Hearings. Present at the Pre-Arbitration Review will be the worker and two representatives, and three VTA representatives. Either party may bring one witness to testify. No new information will be considered after

- the Pre-Arbitration Review Process. The results of the Pre-Arbitration Review Process will be made known to the Union, with reasons for denial.
- 3. An Allocation Review Board will evaluate the unresolved challenged allocations. The Board will consist of three individuals knowledgeable of VTA's classification structure or general classification techniques. VTA and the Union will select their representative and jointly agree to a third party. The cost of retaining the third party will be borne jointly by VTA and the Union. Present at the Allocation Review Board will be the incumbent(s) and two representatives, and three VTA representatives. Either party may bring witnesses.
- 4. The Allocation Review Board will review the information obtained during the hearing and make a recommendation to the General Manager.
- 5. It is expected that VTA and the Union will abide by the recommendations of the Allocation Review Board. However, either party may submit its positions directly to the General Manager along with the Allocation Review Board recommendation.
- 6. Any change in allocations will be implemented at the beginning of the pay period following the decisions of the Allocation Review Board.
- 7. VTA will provide the Union copies of all reallocation requests submitted by workers no later than January 2, of each year, following each reallocation window.
- 8. Personnel Policies and Procedures that apply to regular classification studies, such as test requirements and minimum qualifications shall apply to the Reallocation Process.
- 9. Workers who have their reallocation request denied by the Allocation Review Board shall not be permitted to participate (request the same class) in the reallocation process until one additional window has passed.
- 10. VTA and the Union will discuss the continued use of this provision during this contract term at scheduled Labor Management Committee Meetings. No changes shall be made without mutual agreement.

ARTICLE 20 - CONFLICT OF INTEREST

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

ARTICLE 21 - STRIKES AND LOCKOUTS

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

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

ARTICLE 22 - FULL AGREEMENT

It is understood this Agreement represents a complete and final understanding on all negotiable issues between VTA and the Union. This Agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between VTA and the Union except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by VTA, the Union shall be afforded all possible notice and shall have the right to meet and discuss upon request. In the absence of agreement on such a proposed action, VTA reserves the right to take necessary action by Management direction.

ARTICLE 23 - SAVINGS CLAUSE

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

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

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

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

<u>ARTICLE 24 – LABOR MANAGEMENT COMMITTEE</u>

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

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

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

LMC Meeting:

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

Health and Safety:

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

ARTICLE 25 - TERM OF AGREEMENT

This Agreement shall become effective only upon approval by the Board of Directors and upon the ratification by the membership, and shall remain in full force and effect to and including August 5, 2018, and from year-to-year thereafter; provided, however, that either party may serve written notice on the other at least 90 days prior to August 5, 2018, of its desire to terminate this Agreement or amend any provision thereof.

DATED: 10/5/14	
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY	LOCAL 521, SEIU
Suzy Choi-Lee	MMMy Duston
Anda Dudan Linda Durham	
Linda Durnam	Ronald Roberts Ethan Winston
Cassandra Leventon	Haniet Bourshrockn
Michael Smith	Locena Benal Viela
Bethany Camer	Greg/Beattje

APPENDIX A MISCELLANEOUS PROVISIONS

A.1 - Staff Meetings

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

A.2 - Transfer and Examination System

VTA shall maintain an information system to distribute transfer opportunities and examination information. VTA will provide currently available information on and the following:

- Open/Competitive Job Hot Line (321-5665) and <u>www.VTA.org</u>, listing current open/competitive bulletins with title and final filing date.
- Promotional/Transfer Job Hot Line (321-5580) and the VTA Intranet listing current transfer and promotional opportunities currently open to internal candidates only. The transfer information will include the job title, special skills (if unusual), contact person, and telephone number.
- a) Prior to filling any position, notice of the vacancy shall be on the promotional/transfer line for a minimum of five days.
- b) Information will be updated weekly on all transfers and bi-weekly on promotional and open/competitive opportunities when revised information is available.
- c) VTA will provide the Chief Steward or designee with 30 copies of job bulletins. Such bulletins will be the responsibility of the designated individual. The parties agree to identify locations where bulletins should be posted to maximize the exposure for job opportunities. VTA agrees to post bulletins at the designated locations and the parties agree that it is their joint responsibility to maintain those locations where such bulletins are posted.

A.3 - Time Off for Career Advancement

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

A.4 - Typing

For those VTA job opportunities requiring typing, VTA will:

- a) Provide testing facilities in Personnel.
- b) Accept certification from accredited schools in lieu of such typing tests when the actual test and score sheet are attached.

c) Workers shall have the opportunity to take the typing test on an appointment basis.

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

A.5 - Union Logo

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

A.6 - Alternate Staffing/Trainee

Mutually agreed classifications will be alternately staffed.

- a) The hiring authority, as an alternative to appointing directly to the higher class, may accept a transfer of a currently employed Office Specialist I or Account Clerk I. Should sufficient qualified Office Specialists I or Account Clerks I not apply for transfer, the department may then request that eligibles be certified from the appropriate lower level eligible list.
- b) Selection of persons at the appropriate level should be on the basis of their capability to be trained to perform at the higher level, given adequate training and experience.
- c) The appropriate class as an alternate with the above higher level clerical classes will serve as a Trainee level where persons hired will be expected to learn the specialized function and be capable of performing at the higher level within six months.
- d) All positions to be filled at the appropriate alternately staffed trainee level will be listed on the transfer line for a minimum of three working days. The transfer information will include the job title, location, hours, special skills, contact person, phone number, and the final filing date. Applicants not selected shall be notified in writing.
- e) An incumbent will be eligible to take the written qualifying examination after completion of three months provided they have received a favorable promotional rating. They will not be eligible for promotion until after they have served the full six months in the lower class. Should the worker not pass the qualifying examination, he/she will be allowed to review the examination or portions that are reviewable under Personnel Policies and Procedures. For portions of the test not reviewable, the worker may discuss his/her weak points with the Human Resources Analyst.
- f) An incumbent will be eligible for promotion to the higher class after serving six months in the lower class. Prior to promotion, an incumbent must pass a qualifying examination which may consist of a written test and a favorable promotional rating. If an incumbent passed the qualifying examination at three months, they must receive another favorable promotional rating at six months in order to be eligible for promotion.

- g) The following process will be in effect upon the establishment of an examination for these classes:
 - 1. The worker will be afforded the opportunity to take the examination at the end of three months in accordance with (e) above. If the incumbent fails the examination at three months, they will be able to take the examination again within the six months, and the results will be made known to the worker within seven months from the date of appointment. During the six month period, if the examination is taken through the regular examination process, it will be treated as the qualifying examination under this section.
 - 2. If a worker passes the examination at three months and receives a favorable promotional rating at six months, he/she will be promoted at the beginning of the following pay period after completion of the six months.
 - 3. If a worker passes the examination after six months, he/she will be promoted within seven months after appointment to the alternate class.
 - 4. If a worker fails the examination after six months, he/she will be removed from the position in accordance with (i) and cannot return to that classification under this provision for at least six months.
- h) All positions filled in this manner will be forwarded to the Union.
- i) If an incumbent fails to pass his/her qualifying examination, he/she will be transferred to a vacant non-alternately staffed position in his/her former classification for which he/she is eligible in his/her current department. If there are no vacancies, the worker shall transfer to his/her former classification in a non-alternately staffed position in his/her former department for which he/she is eligible. In the event there are no vacancies in either department, he/she will remain in his/her present position until a vacancy occurs in his/her current department.

A.7 - Clerical Confidential

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

A.8 -Business Systems Analyst Training

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

- a) A file of available educational resources, including self-study vendor supplied course, public education and professional association courses and seminars.
- b) Keep the Business Systems Analyst staff abreast of new projects and programs at VTA.

c) VTA will assign a Business Systems Analyst to training and education programs conducted by educational institutions, vendor supplied courses, professional organization sponsored courses and seminars, internally developed tutorials and workshops and on-the-job training. It is agreed that all of the above set forth activities shall be principally related to projects and programs within VTA and the individual Business Systems Analyst's assignment.

A.9 - Liability Protection

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

APPENDIX B CONTRACTING OUT

Part I – VTA Wide Contracting Out

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

- 4. Does the hiring of a Project Employee to be represented by SEIU to perform the work generate a cost savings to VTA?
- e) If the parties' findings are in the affirmative, VTA shall fill the position with a Project Employee. The filling of the position shall not extend or delay the project schedule. The worker shall be separated from employment with VTA without benefit of the layoff provisions as provided in this collective bargaining agreement upon the completion of the project work.
- f) If the parties do not reach a consensus, the Union must provide written notice to VTA's Employee Relations Department within five working days of the last meeting of the Committee's session that discussed the dispute in question. The Union's appeal will be forwarded to both the Chairperson and the Director of Business Services to resolve the issue. The appeal will state in writing the basis of the dispute and why the Union believes that the 4 elements stated in item d) have been met. The only issues to be decided are those in Item d.
- g) VTA and the Union shall meet and discuss for not more than ten working days within receipt of written request from Union(s). If concerns are not alleviated, or agreement not reached, VTA may proceed.
- h) The General Manager may proceed without meeting and discussing if he/she determines circumstances justify urgency action. Reasonable advance written notice of intention to proceed on such basis shall be provided to the Union prior to meeting with the General Manager, provided nothing herein shall hamper the General Manager's lawful exercise of authority under State law in emergency situations.

Part II - Maintenance Work Contracting Out

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

- 2. Emergency work, i.e., work which cannot be handled because staff and equipment have been allocated and the work must be done post haste.
- 3. Work to be done with equipment not owned by VTA.
- f) The following definitions apply:

Maintenance Work: Work performed to keep facilities in repair -- near original condition, considering normal expectation of wear and tear.

Construction Work: Work involving additions to facilities, changes in road bed or grade, any overlay of 1 1/4" or more, new facilities, or work required by law to be let.

APPENDIX C EXTRA-HELP

1. <u>Purpose</u>

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

2. <u>Policy Statements (Non-Grievable)</u>

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

3. Limitations

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

4. Extension(s) of Limitations

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

- a) Notice from VTA shall be provided to the Union and chapter chair at least 20 working days in advance. The Union shall respond within ten working days from date of receipt with request to meet and discuss, or the Union is deemed to have waived meet and discuss. The Union shall attempt to respond sooner, if possible.
- b) VTA and the Union shall meet and discuss within ten working days within receipt of written request from Union. If concerns are not alleviated or agreement not reached, VTA may proceed.
- The General Manager or designee may proceed without meeting and discussing, if he/she determines circumstances justify urgency action. Reasonable advance written notice of intention to proceed on such basis shall be provided to the

Union, provided nothing herein shall hamper the General Manager's lawful exercise of authority under State law in emergency situations.

5. Reports

VTA shall, each month, furnish the Union with a list of all extra-help worker names, classification, department, and hours worked.

6. Extra-Help Meetings

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

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

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

GUIDELINES

1. VTA Safety Officer

The General Manager shall designate a VTA Safety Officer.

2. <u>Safety Stewards</u>

The Union shall designate Safety Stewards and alternates. There shall be a Safety Steward available to each worker. The number and distribution shall be such that a Steward be available to each work area or place. Safety Stewards may also be regular Stewards.

3. VTA Safety Committee

A VTA Safety Committee shall be established, which shall include the VTA Safety Officer, Union Safety Stewards, and Management representatives. The Union and VTA shall mutually agree on the number of representatives to the Safety Committee.

4. Safety Committee Structure

The structure of the Safety Committee and the frequency of meeting shall be determined by mutual agreement of the Committee.

5. Safety Officer Responsibilities

The Safety Officer shall ensure safe working conditions, provide and enforce adequate safety procedures, and take any steps necessary to provide and maintain a safe working environment. The Safety Officer must be familiar with the operation of VTA and informed of day-to-day developments which may affect safety of working conditions. The Safety Officer shall be responsible for implementation and enforcement of Guidelines established by the Safety Committee.

6. Release Time

Safety Stewards shall receive paid release time from regular duties for performance of their duties as Safety Stewards. Examples of reasons for such release time are:

a) Scheduled Safety Committee meetings.

- b) Meetings with Management on specific health or safety problems.
- c) Scheduled Safety Training sessions.
- d) Accident or Hazard Report investigation and correction. Reasonable release time for investigation and correction shall be allowed.

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

7. <u>Safety Inspections</u>

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

8. <u>Hazard Report, Action, Appeals Process</u>

- a) Management shall make available to workers in all work locations the standard VTA Hazard Report forms which may be filed by any worker with the responsible member of supervision. The worker should retain a copy.
- b) The Supervisor shall process a Hazard Report Form as follows:
 - 1. When corrective action is necessary, the responsible supervisor shall state on the Hazard Report Form the nature of the corrective action taken or to be taken by the responsible supervisor, specifying dates, in order to eliminate unsafe or unhealthy conditions which may exist.
 - 2. Within two business days of the receipt of the Hazard Report Form, the supervisor shall submit copies of the Hazard Report Form to the Safety Officer, the Safety Steward concerned, and the worker concerned.
 - 3. If the Safety Steward and/or the worker concerned are not satisfied with the corrective action taken or to be taken, the matter may be appealed to the Safety Officer.
 - 4. Within ten business days of receipt of Appeal, the Safety Officer shall further investigate and reassess, and provide the Union Safety Steward and the worker concerned with a written statement (specifying dates) of action taken or to be taken.
 - 5. In the event that the worker concerned or the Union Safety Steward is not satisfied with the decision of the Safety Officer, the matter may be referred by any of the involved parties to the Safety Committee for decision and action.

- 6. If the Safety Committee cannot agendize or satisfactorily resolve the matter within ten days of receipt of appeal, under current operations, it may be referred to the Risk Manager or designee by any of the involved parties.
- c) In the event that a hazardous condition presents a clear and immediate danger to the health or safety of workers, the above time limits shall be reduced to immediate response and action.

9. Supervisor's Report of Industrial Injury

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

10. Priority Status for Safety Work Orders

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

11. Safety Work Procedures

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

12. Safety Training

- The Safety Committee shall establish a Safety Training Subcommittee. This Subcommittee shall design and implement a training program for Safety Stewards, supervisors, and non-supervisory workers, subject to the review and approval of the Safety Committee.
- b) Safety training shall be conducted as appropriate. It shall include training in identification and correction of health and safety hazards, training in safe work practices, training in hazard report and appeal processes, and training in Cal-OSHA regulations and procedures.
- c) Safety training shall be provided for workers on a regular basis in each work area. A monthly written record shall be received and maintained by the Safety Committee reflecting the date, duration, and subject matter of any training provided. High hazard or injury areas may be required to conduct more frequent training sessions. Training shall be conducted at the lowest practical level of supervision.

13. <u>Video Display Terminal Provision</u>

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

b) <u>Alternate Work for Pregnant Workers</u>

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

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

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

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

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

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

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

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

- 1. No more than seven workers on a VTA-wide basis and no more than one worker per department at any time may be temporarily transferred to a regular position which is vacant due to a leave of absence
- 2. The receiving department must agree to the temporary transfer.
- 3. Any worker seeking a temporary transfer must execute a contract and receive approval from Employee Relations. This contract will include, but not be limited to:
 - a) specific acknowledgment and waiver of layoff seniority;
 - b) waiver of bidding rights under Section 8.13 in the originating Division;
 - c) waiver of bidding rights under Section 8.13 in the receiving Division;
 - d) acknowledgment that should the vacant leave of absence position become unavailable, the worker shall be required to commence her leave of absence as of that date and may not return to her originating Division until the conclusion of her pregnancy disability leave.

- 4. For purposes of returning to her originating Division, the worker shall be returned on the same basis as if Section 6.8 had applied.
- 5. The worker who has taken a position under this provision who begins her pregnancy disability leave shall be considered on leave from her originating Division.
- 6. The worker shall continue to perform VDT duties during the period of time that the worker is seeking a demotion or transfer, or transfer to a position that is vacant due to a leave of absence, or in the absence of any transfer, demotion or personal leave.

APPENDIX E STATE DISABILITY INSURANCE (SDI)

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

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

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

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

APPENDIX F

VTA Classifications and Salary Ranges

Range	Class Code	Class Title
B457	C43	Accessible Services Representative
B459	D96	Accountant Assistant
B472	B80	Accountant I
B493	B78	Accountant II
B501	C74	Assist Real Estate Agent
B545	C73	Assoc Real Estate Agent
B404	M24	Automotive Attendant
B474	T2G	Board Assistant
B492	G09	Business Systems Analyst I
B532	G08	Business Systems Analyst II
B433	T2J	Bus Stop Maintenance Worker
B429	C35	Buyer Assistant
B450	C33	Buyer I
B486	C32	Buyer II
B508	C31	Buyer III
B492	U10	Communications Systems Analyst I
B532	U1P	Communications Systems Analyst II
B492	T4T	Construction Contracts Administrator I
B540	T4S	Construction Contracts Administrator II
B515	N32	Construction Inspector
B492	T91	Contracts Administrator I
B540	T4Q	Contracts Administrator II
B492	U1N	Data Base Administrator I
B532	T3 U	Data Base Administrator II
B397	E06	Document Control Clerk I
B425	E05	Document Control Clerk II
B517	T9V	Electrician
B444	K84	Engineering Aide
B444	1112	Engineering Aide (U)

APPENDIX F

VTA Classifications and Salary Range

Range	Class Code	Class Title
B463	K83	Engineering Technician I
B488	K82	Engineering Technician II
B515	K81	Engineering Technician III
B547	T5M	Environmental Health & Safety Spec
B468	TOL	Environmental Planner I
B506	C86	Environmental Planner II
B544	C79	Environmental Planner III
B421	T98	Facilities Maintenance Assistant
B488	M37	Facilities Maintenance Representative
B488	M47	General Maintenance Mechanic
B464	J46	Graphic Designer I
B495	J45	Graphic Designer II
B463	T6K	Information Systems Analyst Assistant
B492	T3S	Information Systems Analyst I
B532	T3R	Information Systems Analyst II
B400	H18	Janitor
B400	1451	Janitor (U)
B477	C75	Junior Real Estate Agent
B439	Т9К	Lead Bus Stop Maintenance Worker
B438	T9L	Lead Document Control Clerk
B446	T9M	Lead Reprographics Services Spec
B537	M40	Light Rail Signal Maintainer
B439	E28	Mail & Warehouse Worker
B478	M11	Maintenance Scheduler
B450	C2A	Materials Resource Scheduler
B492	U1M	Network Analyst I
B532	T8Z	Network Analyst II
B401	D39	Office Specialist I
B425	D36	Office Specialist II
B436	U1Q	Office & Timekeeping Technician
B470	TOK	Permit Technician

APPENDIX F

VTA Classifications and Salary Ranges

Range	Class Code	Class Title
B492	U1J	Programmer I
B543	T8A	Programmer II
B492	T7K	Project Controls Specialist I
B532	T7 L	Project Controls Specialist II
B492	C98	Public Communication Specialist I
B517	Т6Н	Public Communication Specialist II
B526	T5P	Quality Assurance & Warranty Specialist
B407	T10	Reprographics Services Specialist I
B433	T1P	Reprographics Services Specialist II
B444	D28	Secretary
B564	U1C	Sr. Business Systems Analyst
B564	T1V	Sr. Communications Systems Analyst
B534	N31	Sr Construction Inspector
B538	T9P	Sr Construction Inspector - Lead
B564	B2U	Sr. Data Base Administrator
B564	T3Q	Sr Information Systems Analyst
B564	T8K	Sr. Network Analyst
B564	U1K	Sr. Programmer
B557	Т9Н	Sr Signal Maintainer
B564	T8L	Sr. Systems Administrator
B564	T9U	Sr. Web Developer
B492	U1L	Systems Administrator I
B532	T9A	Systems Administrator II
B564	G07	Technical Project Manager
B438	C88	Transit Svc Development Aide
B458	C96	Transit Svc Development Specialist I
B490	C95	Transit Svc Development Specialist II
B468	T72	Transportation Planner I
B468	T7 J	Transportation Planner I (U)
B506	T 7 1	Transportation Planner II
B506	T29	Transportation Planner II (U)
B544	T70	Transportation Planner III
B544	T7 I	Transportation Planner III (U)
B429	T3Y	Transportation Planning Aide
B525	T6Y	Utility Coordinator
B415	H17	Utility Worker
B417	D47	Vault Room Worker
B492	U1F	Web Developer I
B532	U1G	Web Developer II
		-

		Н	ourly Rat	es			Bi-\	Neekly Ra	ates		Monthly Rates	
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
B320	14.31	14.99	15.68	16.41	17.19	1,145.03	1,199.15	1,254.47	1,313.19	1,375.43	2,480.90	2,980.10
B321	14.39	15.05	15.75	16.49	17.25	1,150.81	1,203.77	1,260.21	1,318.98	1,380.01	2,493.42	2,990.02
B322	14.46	15.12	15.82	16.56	17.34	1,156.57	1,209.54	1,265.99	1,324.72	1,386.94	2,505.90	3,005.04
B323	14.51	15.19	15.88	16.63	17.42	1,161.15	1,215.29	1,270.57	1,330.48	1,393.83	2,515.83	3,019.97
B324	14.59	15.26	15.97	16.72	17.51	1,166.91	1,221.05	1,277.49	1,337.41	1,400.74	2,528.31	3,034.94
B325	14.66	15.34	16.04	16.79	17.58	1,172.67	1,226.80	1,283.26	1,343.15	1,406.50	2,540.79	3,047.42
B326	14.73	15.41	16.11	16.88	17.67	1,178.43	1,232.57	1,289.02	1,350.06	1,413.43	2,553.27	3,062.43
B327	14.79	15.46	16.19	16.95	17.74	1,183.04	1,237.18	1,294.81	1,355.82	1,419.19	2,563.25	3,074.91
B328	14.86	15.54	16.27	17.02	17.83	1,188.80	1,242.94	1,301.68	1,361.59	1,426.09	2,575.73	3,089.86
B329	14.92	15.61	16.34	17.09	17.91	1,193.40	1,248.70	1,307.44	1,367.35	1,433.01	2,585.70	3,104.86
B330	14.99	15.68	16.41	17.19	17.98	1,199.15	1,254.47	1,313.19	1,375.43	1,438.76	2,598.16	3,117.31
B331	15.05	15.75	16.49	17.25	18.07	1,203.77	1,260.21	1,318.98	1,380.01	1,445.67	2,608.17	3,132.29
B332	15.12	15.82	16.56	17.34	18.16	1,209.54	1,265.99	1,324.72	1,386.94	1,452.58	2,620.67	3,147.26
B333	15.19	15.88	16.63	17.42	18.24	1,215.29	1,270.57	1,330.48	1,393.83	1,459.51	2,633.13	3,162.27
B334	15.26	15.97	16.72	17.51	18.33	1,221.05	1,277.49	1,337.41	1,400.74	1,466.40	2,645.61	3,177.20
B335	15.34	16.04	16.79	17.58	18.42	1,226.80	1,283.26	1,343.15	1,406.50	1,473.31	2,658.07	3,192.17
B336	15.41	16.11	16.88	17.67	18.50	1,232.57	1,289.02	1,350.06	1,413.43	1,480.24	2,670.57	3,207.19
B337	15.46	16.19	16.95	17.74	18.59	1,237.18	1,294.81	1,355.82	1,419.19	1,487.14	2,680.56	3,222.14
B338	15.54	16.27	17.02	17.83	18.66	1,242.94	1,301.68	1,361.59	1,426.09	1,492.90	2,693.04	3,234.62
B339	15.61	16.34	17.09	17.91	18.76	1,248.70	1,307.44	1,367.35	1,433.01	1,500.96	2,705.52	3,252.08
B340	15.68	16.41	17.19	17.98	18.83	1,254.47	1,313.19	1,375.43	1,438.76	1,506.72	2,718.02	3,264.56
B341	15.75	16.49	17.25	18.07	18.92	1,260.21	1,318.98	1,380.01	1,445.67	1,513.65	2,730.46	3,279.58
B342	15.82	16.56	17.34	18.16	19.01	1,265.99	1,324.72	1,386.94	1,452.58	1,520.55	2,742.98	3,294.53
B343	15.88	16.63	17.42	18.24	19.11	1,270.57	1,330.48	1,393.83	1,459.51	1,528.62	2,752.90	3,312.01
B344	15.97	16.72	17.51	18.33	19.19	1,277.49	1,337.41	1,400.74	1,466.40	1,535.51	2,767.90	3,326.94
B345	16.04	16.79	17.58	18.42	19.28	1,283.26	1,343.15	1,406.50	1,473.31	1,542.44	2,780.40	3,341.95
B346	16.11	16.88	17.67	18.50	19.38	1,289.02	1,350.06	1,413.43	1,480.24	1,550.49	2,792.88	3,359.40
B347	16.19	16.95	17.74	18.59	19.45	1,294.81	1,355.82	1,419.19	1,487.14	1,556.27	2,805.42	3,371.92
B348	16.27	17.02	17.83	18.66	19.55	1,301.68	1,361.59	1,426.09	1,492.90	1,564.33	2,820.31	3,389.38
B349	16.34	17.09	17.91	18.76	19.64	1,307.44	1,367.35	1,433.01	1,500.96	1,571.24	2,832.79	3,404.35
B350	16.41	17.19	17.98	18.83	19.73	1,313.19	1,375.43	1,438.76	1,506.72	1,578.16	2,845.25	3,419.35
B351	16.49	17.25	18.07	18.92	19.81	1,318.98	1,380.01	1,445.67	1,513.65	1,585.05	2,857.79	3,434.28
B352	16.56	17.34	18.16	19.01	19.91	1,324.72	1,386.94	1,452.58	1,520.55	1,593.12	2,870.23	3,451.76
B353	16.63	17.42	18.24	19.11	20.00	1,330.48	1,393.83	1,459.51	1,528.62	1,600.06	2,882.71	3,466.80
B354	16.72	17.51	18.33	19.19	20.10		1,400.74					3,484.24
B355	16.79	17.58	18.42	19.28	20.19	1,343.15	1,406.50	1,473.31	1,542.44	1,615.00	2,910.16	3,499.17
B356	16.88	17.67	18.50	19.38	20.27	1,350.06	1,413.43	1,480.24	1,550.49	1,621.93	2,925.13	3,514.18
B357	16.95	17.74	18.59	19.45	20.38	1,355.82	1,419.19	1,487.14	1,556.27	1,630.00	2,937.61	3,531.67
B358	17.02	17.83	18.66	19.55	20.48				1,564.33			
B359	17.09	17.91	18.76	19.64	20.56				1,571.24			
B360	17.19	17.98	18.83	19.73	20.66				1,578.16			
B361	17.25	18.07	18.92	19.81	20.75	1,380.01	1,445.67	1,513.65	1,585.05	1,659.92	2,990.02	3,596.49
B362	17.34	18.16	19.01	19.91	20.85				1,593.12			
B363	17.42	18.24	19.11	20.00	20.94	1,393.83	1,459.51	1,528.62	1,600.06	1,674.90	3,019.97	3,628.95
B364	17.51	18.33	19.19	20.10	21.04				1,608.11			
B365	17.58	18.42	19.28	20.19	21.14	1,406.50	1,473.31	1,542.44	1,615.00	1,691.03	3,047.42	3,663.90

		Н	ourly Rat	es			Bi-V	Veekly Ra	ates		Monthl	y Rates
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
B366	17.67	18.50	19.38	20.27	21.24	1,413.43	1,480.24	1,550.49	1,621.93	1,699.10	3,062.43	3,681.38
B367	17.74	18.59	19.45	20.38	21.35	1,419.19	1,487.14	1,556.27	1,630.00	1,708.29	3,074.91	3,701.30
B368	17.83	18.66	19.55	20.48	21.45	1,426.09	1,492.90	1,564.33	1,638.05	1,716.36		3,718.78
B369	17.91	18.76	19.64	20.56	21.56	1,433.01	1,500.96					3,736.29
B370	17.98	18.83	19.73	20.66	21.66	1,438.76	1,506.72	1,578.16			3,117.31	3,753.84
B371	18.07	18.92	19.81	20.75	21.76	1,445.67	1,513.65	1,585.05	1,659.92		3,132.29	3,771.24
B372	18.16	19.01	19.91	20.85	21.86	1,452.58	1,520.55	1,593.12	1,667.97	•	3,147.26	3,788.68
B373	18.24	19.11	20.00	20.94	21.96	1,459.51	1,528.62	1,600.06	_	1,756.70		3,806.18
B374	18.33	19.19	20.10	21.04	22.06		1,535.51	1,608.11	1,682.96		3,177.20	3,823.67
B375	18.42	19.28	20.19	21.14	22.16	1,473.31	1,542.44				3,192.17	3,841.18
B376 B377	18.50 18.59	19.38	20.27	21.24 21.35	22.28 22.39		1,550.49				3,207.19	
B378	18.66	19.45 19.55	20.36	21.45	22.39	1,487.14 1,492.90	1,556.27 1,564.33	1,630.00 1,638.05			3,222.14 3,234.62	
B379	18.76	19.55	20.46	21.45	22.49		1,571.24		-	_	3,252.08	
B380	18.83	19.73	20.66	21.66	22.69		1,578.16				3,264.56	
B381	18.92	19.81	20.75	21.76	22.79		1,585.05	1,659.92	_		3,279.58	
B382	19.01	19.91	20.85	21.86	22.91		1,593.12		1,748.62		3,294.53	
B383	19.11	20.00	20.94	21.96	23.02		1,600.06			_	3,312.01	3,990.89
B384	19.19	20.10	21.04	22.06	23.13	1,535.51	1,608.11	1,682.96			3,326.94	
B385	19.28	20.19	21.14	22.16	23.24	1,542.44	1,615.00		1,772.85		3,341.95	
B386	19.38	20.27	21.24	22.28	23.34		1,621.93		-		3,359.40	
B387	19.45	20.38	21.35	22.39	23.46	1,556.27	1,630.00		1,791.25		3,371.92	4,065.82
B388	19.55	20.48	21.45	22.49	23.57	1,564.33	1,638.05	1,716.36	1,799.34	1,885.73	3,389.38	4,085.75
B389	19.64	20.56	21.56	22.59	23.67	1,571.24	1,644.95	1,724.44	1,807.40	1,893.77	3,404.35	4,103.17
B390	19.73	20.66	21.66	22.69	23.79	1,578.16	1,653.03	1,732.54	1,815.45	1,902.98	3,419.35	4,123.12
B391	19.81	20.75	21.76	22.79	23.89		1,659.92	1,740.57			3,434.28	
B392	19.91	20.85	21.86	22.91	24.00		1,667.97	1,748.62	-	1,920.29		
B393	20.00	20.94	21.96	23.02	24.10		1,674.90		1,841.95			
B394	20.10	21.04	22.06	23.13	24.22	1,608.11	1,682.96	1,764.77	1,850.01		3,484.24	
B395	20.19	21.14	22.16	23.24	24.33		1,691.03	1,772.85			3,499.17	
B396	20.27	21.24	22.28	23.34	24.46		1,699.10	1,782.04		_	3,514.18	_
B397	20.38	21.35	22.39	23.46	24.58		1,708.29	1,791.25				4,260.40
B398 B399	20.48	21.45 21.56	22.49 22.59	23.57 23.67	24.69		1,716.36 1,724.44	1,799.34	-		3,549.11 3,564.06	4,280.42
B400	20.66	21.58	22.69	23.79	24.81 24.92		1,724.44		1,893.77	•	-	_
B400	20.75	21.76	22.79	23.89	25.04		1,740.57		_			
B402	20.75	21.86	22.79	24.00	25.17		1,748.62					
B403	20.94	21.96	23.02	24.10	25.28		1,756.70					
B404	21.04	22.06	23.13	24.22	25.40		1,764.77					
B405	21.14	22.16	23.24	24.33	25.52		1,772.85					
B406	21.24	22.28	23.34	24.46	25.65		1,782.04					
B407	21.35	22.39	23.46	24.58	25.77		1,791.25					
B408	21.45	22.49	23.57	24.69	25.89		1,799.34					
B409	21.56	22.59	23.67	24.81	26.02		1,807.40					
B410	21.66	22.69	23.79	24.92	26.13	1,732.54	1,815.45	1,902.98	1,993.98	2,090.77	3,753.84	4,530.00

		Н	ourly Rat	es			Bi-\	Weekly Ra	ates		Monthly Rates	
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
B411	21.76	22.79	23.89	25.04	26.25	1,740.57		1,911.06				
B412	21.86	22.91	24.00	25.17	26.38	1,748.62	1,832.71				3,788.68	
B413	21.96	23.02	24.10	25.28	26.49			1,928.35				
B414	22.06	23.13	24.22	25.40	26.62	1,764.77					3,823.67	
B415	22.16	23.24	24.33	25.52	26.75	1,772.85	1,859.23				3,841.18	
B416	22.28	23.34	24.46	25.65	26.90	1,782.04		1,957.13				
B417	22.39	23.46	24.58	25.77	27.01			1,966.34				
B418	22.49	23.57	24.69	25.89	27.14			1,975.58				
B419	22.59	23.67	24.81	26.02	27.27			1,984.78				
B420	22.69	23.79	24.92	26.13	27.40			1,993.98				
B421	22.79	23.89	25.04	26.25	27.53	1,823.50	1,911.06	2,003.22	2,099.96	2,202.50	3,950.92	4,772.08
B422	22.91	24.00	25.17	26.38	27.66	1,832.71	1,920.29	2,013.57	2,110.37	2,212.86	3,970.87	4,794.53
B423	23.02	24.10	25.28	26.49	27.79	1,841.95	1,928.35	2,022.78	2,119.57	2,223.23	3,990.89	4,817.00
B424	23.13	24.22	25.40	26.62	27.92	1,850.01	1,937.53	2,032.03	2,129.94	2,233.61	4,008.36	4,839.49
B425	23.24	24.33	25.52	26.75	28.05	1,859.23	1,946.77	2,041.24	2,140.29	2,243.96	4,028.33	4,861.91
B426	23.34	24.46	25.65	26.90	28.19	1,867.28	1,957.13	2,051.60	2,151.83	2,255.47	4,045.77	4,886.85
B427	23.46	24.58	25.77	27.01	28.32	1,876.53	1,966.34	2,061.98	2,161.01	2,265.83	4,065.82	4,909.30
B428	23.57	24.69	25.89	27.14	28.45	1,885.73	1,975.58	2,071.19	2,171.41	2,276.23	4,085.75	4,931.83
B429	23.67	24.81	26.02	27.27	28.60	1,893.77	1,984.78	2,081.57	2,181.76	2,287.71	4,103.17	4,956.71
B430	23.79	24.92	26.13	27.40	28.73	1,902.98	1,993.98	2,090.77	2,192.11	2,298.11	4,123.12	4,979.24
B431	23.89	25.04	26.25	27.53	28.84	1,911.06	2,003.22	2,099.96	2,202.50	2,307.32	4,140.63	4,999.19
B432	24.00	25.17	26.38	27.66	28.99	1,920.29	2,013.57	2,110.37	2,212.86	2,318.86	4,160.63	5,024.20
B433	24.10	25.28	26.49	27.79	29.13			2,119.57				
B434	24.22	25.40	26.62	27.92	29.26	1,937.53	2,032.03	2,129.94	2,233.61	2,340.74	4,197.98	5,071.60
B435	24.33	25.52	26.75	28.05	29.40	1,946.77	2,041.24	2,140.29	2,243.96	2,352.28	4,218.00	5,096.61
B436	24.46	25.65	26.90	28.19	29.55	1,957.13	2,051.60	2,151.83	2,255.47	2,363.78	4,240.45	5,121.52
B437	24.58	25.77	27.01	28.32	29.69	1,966.34	2,061.98	2,161.01	2,265.83	2,375.29	4,260.40	5,146.46
B438	24.69	25.89	27.14	28.45	29.82			2,171.41				
B439	24.81	26.02	27.27	28.60	29.98			2,181.76				
B440	24.92	26.13	27.40	28.73	30.12		2,090.77				4,320.29	
B441	25.04	26.25	27.53	28.84	30.24			2,202.50				
B442	25.17	26.38	27.66	28.99	30.40		2,110.37				4,362.74	
B443	25.28	26.49	27.79	29.13	30.53		2,119.57				4,382.69	
B444	25.40	26.62	27.92	29.26	30.68						4,402.73	
B445	25.52	26.75	28.05	29.40	30.83							
B446	25.65	26.90	28.19	29.55	30.97			2,255.47				
B447	25.77	27.01	28.32	29.69	31.12			2,265.83	-	-	-	
B448	25.89	27.14	28.45	29.82	31.28			2,276.23				
B449	26.02	27.27	28.60	29.98	31.42			2,287.71				
B450	26.13	27.40	28.73	30.12	31.56			2,298.11				
B451	26.25	27.53	28.84	30.24	31.71			2,307.32				
B452	26.38	27.66	28.99	30.40	31.87			2,318.86				
B453	26.49	27.79	29.13	30.53	32.02			2,330.35				
B454	26.62	27.92	29.26	30.68	32.17			2,340.74				
B455	26.75	28.05	29.40	30.83	32.31	2,140.29	2,243.96	2,352.28	2,466.29	2,584.93	4,637.30	5,600.68

		Н	ourly Rat	es			Bi-\	Weekly Ra	ates		Monthly Rates	
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
B456	26.90	28.19	29.55	30.97	32.48		2,255.47	2,363.78		2,598.74		
B457	27.01	28.32	29.69	31.12	32.64	2,161.01	2,265.83	2,375.29	2,489.32	2,611.43	4,682.19	5,658.10
B458	27.14	28.45	29.82	31.28	32.80	2,171.41	2,276.23	2,385.65	2,502.01	2,624.10	4,704.72	5,685.55
B459	27.27	28.60	29.98	31.42	32.96	2,181.76	2,287.71	2,398.33	2,513.52	2,636.78	4,727.15	5,713.02
B460	27.40	28.73	30.12	31.56	33.12	2,192.11	2,298.11	2,409.82	2,525.05	2,649.46	4,749.57	5,740.50
B461	27.53	28.84	30.24	31.71	33.26	2,202.50	2,307.32	2,419.05	2,536.54	2,660.94	4,772.08	5,765.37
B462	27.66	28.99	30.40	31.87	33.42	2,212.86	2,318.86	2,431.71	2,549.24	2,673.65	4,794.53	5,792.91
B463	27.79	29.13	30.53	32.02	33.58	2,223.23	2,330.35	2,442.11	2,561.93	2,686.31	4,817.00	5,820.34
B464	27.92	29.26	30.68	32.17	33.74	2,233.61	2,340.74	2,454.76	2,573.41	2,698.97	4,839.49	5,847.77
B465	28.05	29.40	30.83	32.31	33.91	2,243.96	2,352.28	2,466.29	2,584.93	2,712.81	4,861.91	5,877.76
B466	28.19	29.55	30.97	32.48	34.08	2,255.47	2,363.78	2,477.81	2,598.74	2,726.62	4,886.85	5,907.68
B467	28.32	29.69	31.12	32.64	34.24	2,265.83	2,375.29	2,489.32	2,611.43	2,739.30	4,909.30	5,935.15
B468	28.45	29.82	31.28	32.80	34.41	2,276.23	2,385.65	2,502.01	2,624.10	2,753.13	4,931.83	5,965.12
B469	28.60	29.98	31.42	32.96	34.57	2,287.71	2,398.33	2,513.52	2,636.78	2,765.77	4,956.71	5,992.50
B470	28.73	30.12	31.56	33.12	34.73	2,298.11	2,409.82	2,525.05	2,649.46	2,778.46	4,979.24	6,020.00
B471	28.84	30.24	31.71	33.26	34.90	2,307.32	2,419.05	2,536.54	2,660.94	2,792.31	4,999.19	6,050.01
B472	28.99	30.40	31.87	33.42	35.06	2,318.86	2,431.71	2,549.24	2,673.65	2,804.96	5,024.20	6,077.41
B473	29.13	30.53	32.02	33.58	35.23	2,330.35	2,442.11	2,561.93	2,686.31	2,818.78	5,049.09	6,107.36
B474	29.26	30.68	32.17	33.74	35.41	2,340.74	2,454.76	2,573.41		2,832.61	5,071.60	6,137.32
B475	29.40	30.83	32.31	33.91	35.57	2,352.28	2,466.29	2,584.93		2,845.28	5,096.61	6,164.77
B476	29.55	30.97	32.48	34.08	35.75	2,363.78	2,477.81	2,598.74	2,726.62	2,860.25	5,121.52	6,197.21
B477	29.69	31.12	32.64	34.24	35.93		2,489.32	2,611.43			5,146.46	
B478	29.82	31.28	32.80	34.41	36.08		2,502.01	2,624.10			5,168.91	
B479	29.98	31.42	32.96	34.57	36.27		2,513.52	2,636.78			5,196.38	6,287.10
B480	30.12	31.56	33.12	34.73	36.43		2,525.05	2,649.46			5,221.28	6,314.58
B481	30.24	31.71	33.26	34.90	36.60		2,536.54	2,660.94			5,241.28	6,344.43
B482	30.40	31.87	33.42	35.06	36.78	2,431.71	2,549.24	2,673.65		2,942.05		6,374.44
B483	30.53	32.02	33.58	35.23	36.95		2,561.93	2,686.31			5,291.24	
B484	30.68	32.17	33.74	35.41	37.14		2,573.41	2,698.97			5,318.65	6,436.82
B485	30.83	32.31	33.91	35.57	37.31		2,584.93	2,712.81			5,343.63	6,466.76
B486	30.97	32.48	34.08	35.75	37.50		2,598.74	2,726.62		2,999.65		6,499.24
B487	31.12	32.64	34.24	35.93	37.67		2,611.43	2,739.30		3,013.45		6,529.14
B488	31.28	32.80	34.41	36.08	37.86	2,502.01	2,624.10	2,753.13		3,028.44		6,561.62
B489	31.42	32.96	34.57	36.27	38.03		2,636.78	2,765.77		3,042.26		6,591.56
B490	31.56	33.12	34.73	36.43	38.22		2,649.46	2,778.46		3,057.23		6,624.00
B491	31.71	33.26	34.90	36.60				2,792.31				
B492	31.87	33.42	35.06	36.78	38.56			2,804.96				
B493	32.02	33.58	35.23	36.95	38.75			2,818.78				
B494	32.17	33.74	35.41	37.14	38.94			2,832.61				
B495	32.31	33.91	35.57	37.31	39.12			2,845.28				
B496	32.48	34.08	35.75	37.50	39.31			2,860.25				
B497	32.64	34.24	35.93	37.67	39.50			2,874.08				
B498	32.80	34.41	36.08	37.86	39.68			2,886.74				
B499	32.96	34.57	36.27	38.03	39.89			2,901.74				
B500	33.12	34.73	36.43	38.22	40.07	2,649.46	2,778.46	2,914.42	3,057.23	3,205.84	0,740.50	o,945.99

		Н	ourly Rat	es			Bi-\	Weekly Ra	ates		Monthly Rates	
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
B501	33.26	34.90	36.60	38.39	40.25	2,660.94	2,792.31	2,928.20	3,071.05	3,219.66	5,765.37	_
B502	33.42	35.06	36.78	38.56	40.45	2,673.65	2,804.96	2,942.05	3,084.86	3,235.78	5,792.91	7,010.86
B503	33.58	35.23	36.95	38.75	40.63	2,686.31	2,818.78	2,955.85	3,099.86	3,250.77	5,820.34	7,043.34
B504	33.74	35.41	37.14	38.94	40.82	2,698.97	2,832.61	2,970.84	3,114.83	3,265.74	5,847.77	7,075.77
B505	33.91	35.57	37.31	39.12	41.02	2,712.81	2,845.28	2,984.66	3,129.79	3,281.88	5,877.76	7,110.74
B506	34.08	35.75	37.50	39.31	41.22	2,726.62	2,860.25	2,999.65	3,144.80	3,297.99	5,907.68	7,145.65
B507	34.24	35.93	37.67	39.50	41.43	2,739.30	2,874.08	3,013.45	3,159.74	3,314.11	5,935.15	7,180.57
B508	34.41	36.08	37.86	39.68	41.63	2,753.13	2,886.74	3,028.44	3,174.73	3,330.25	5,965.12	7,215.54
B509	34.57	36.27	38.03	39.89	41.83	2,765.77	2,901.74	3,042.26	3,190.83	3,346.37	5,992.50	7,250.47
B510	34.73	36.43	38.22	40.07	42.03	2,778.46	2,914.42	3,057.23	3,205.84	3,362.49	6,020.00	7,285.40
B511	34.90	36.60	38.39	40.25	42.22	2,792.31	2,928.20	3,071.05	3,219.66	3,377.48	6,050.01	7,317.87
B512	35.06	36.78	38.56	40.45	42.42	2,804.96	2,942.05	3,084.86	3,235.78	3,393.61	6,077.41	7,352.82
B513	35.23	36.95	38.75	40.63	42.62	2,818.78	2,955.85	3,099.86	3,250.77	3,409.71	6,107.36	7,387.71
B514	35.41	37.14	38.94	40.82	42.82	2,832.61	2,970.84	3,114.83	3,265.74	3,425.86	6,137.32	7,422.70
B515	35.57	37.31	39.12	41.02	43.04	2,845.28	2,984.66	3,129.79	3,281.88	3,443.12	6,164.77	7,460.09
B516	35.75	37.50	39.31	41.22	43.26	2,860.25	2,999.65	3,144.80	3,297.99	3,460.41	6,197.21	7,497.56
B517	35.93	37.67	39.50	41.43	43.46	2,874.08	3,013.45	3,159.74	3,314.11	3,476.50	6,227.17	7,532.42
B518	36.08	37.86	39.68	41.63	43.66	2,886.74	3,028.44	3,174.73	3,330.25	3,492.68	6,254.60	7,567.47
B519	36.27	38.03	39.89	41.83	43.87		3,042.26	3,190.83		3,509.92		
B520	36.43	38.22	40.07	42.03	44.09		3,057.23	3,205.84		3,527.22		
B521	36.60	38.39	40.25	42.22	44.28	2,928.20	3,071.05	3,219.66		3,542.18		7,674.72
B522	36.78	38.56	40.45	42.42	44.49	<u> </u>	3,084.86	3,235.78	3,393.61			7,712.23
B523	36.95	38.75	40.63	42.62	44.70		3,099.86	3,250.77		3,575.60		
B524	37.14	38.94	40.82	42.82	44.91		3,114.83	3,265.74		3,592.89		
B525	37.31	39.12	41.02	43.04	45.14	· ·	3,129.79	3,281.88		3,611.31		
B526	37.50	39.31	41.22	43.26	45.37		3,144.80	3,297.99		3,629.73		
B527	37.67	39.50	41.43	43.46	45.59		3,159.74	3,314.11		3,647.01	6,529.14	
B528	37.86	39.68	41.63	43.66	45.80		3,174.73	3,330.25		3,664.29		
B529	38.03	39.89	41.83	43.87	46.02		3,190.83	3,346.37		3,681.59		
B530	38.22	40.07	42.03	44.09	46.24		3,205.84	3,362.49	3,527.22		6,624.00	8,014.18
B531	38.39	40.25	42.22	44.28	46.45		3,219.66	3,377.48		3,716.14		
B532	38.56	40.45	42.42	44.49	46.68		3,235.78	3,393.61		3,734.58		8,091.59
B533	38.75	40.63	42.62	44.70	46.90	3,099.86		3,409.71	3,575.60	3,751.84		8,128.99
B534	38.94	40.82	42.82	44.91	47.11		3,265.74	3,425.86	3,592.89		6,748.80	8,166.47
B535	39.12	41.02	43.04	45.14	47.34		3,281.88	3,443.12		3,787.55		8,206.36
B536	39.31	41.22	43.26	45.37				3,460.41				
B537	39.50	41.43	43.46	45.59	47.82			3,476.50				
B538	39.68	41.63	43.66	45.80	48.05			3,492.68				
B539	39.89	41.83	43.87	46.02	48.28			3,509.92				
B540	40.07	42.03	44.09	46.24	48.51			3,527.22				
B541	40.25	42.22	44.28	46.45	48.74			3,542.18				
B542	40.45	42.42	44.49	46.68	48.97			3,559.49				
B543	40.63	42.62	44.70	46.90	49.20		3,409.71	1	3,751.84			
B544	40.82	42.82	44.91	47.11	49.45			3,592.89				
B545	41.02	43.04	45.14	47.34	49.68	J3,∠81.88	3,443.12	3,611.31	3,787.55	3,974.16	1,110.74	0,010.68

		Но	ourly Rat	es			Bi-\	Neekly Ra	ates		Monthl	y Rates
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
B546	41.22	43.26	45.37	47.59	49.94	3,297.99	3,460.41	3,629.73	3,807.15	3,994.91	7,145.65	8,655.64
B547	41.43	43.46	45.59	47.82	50.17	3,314.11	3,476.50	3,647.01	3,825.59	4,013.35	7,180.57	8,695.59
B548	41.63	43.66	45.80	48.05	50.40	3,330.25	3,492.68	3,664.29	3,844.02	4,031.77	7,215.54	8,735.50
B549	41.83	43.87	46.02	48.28	50.66	3,346.37	3,509.92	3,681.59	3,862.42	4,052.49	7,250.47	8,780.40
B550	42.03	44.09	46.24	48.51	50.90	3,362.49	3,527.22	3,698.85	3,880.87	4,072.08	7,285.40	8,822.84
B551	42.22	44.28	46.45	48.74	51.13	3,377.48	3,542.18	3,716.14	3,899.30	4,090.51	7,317.87	8,862.77
B552	42.42	44.49	46.68	48.97	51.38	3,393.61	3,559.49	3,734.58	3,917.71	4,110.09	7,352.82	8,905.20
B553	42.62	44.70	46.90	49.20	51.64	3,409.71	3,575.60	3,751.84	3,936.17	4,130.82	7,387.71	8,950.11
B554	42.82	44.91	47.11	49.45	51.88	3,425.86	3,592.89	3,769.14	3,955.76	4,150.42	7,422.70	8,992.58
B555	43.04	45.14	47.34	49.68	52.13	3,443.12	3,611.31	3,787.55	3,974.16	4,170.00	7,460.09	9,035.00
B556	43.26	45.37	47.59	49.94	52.40	3,460.41	3,629.73	3,807.15	3,994.91	4,191.91	7,497.56	9,082.47
B557	43.46	45.59	47.82	50.17	52.66	3,476.50	3,647.01	3,825.59	4,013.35	4,212.63	7,532.42	9,127.37
B558	43.66	45.80	48.05	50.40	52.90	3,492.68	3,664.29	3,844.02	4,031.77	4,232.21	7,567.47	9,169.79
B559	43.87	46.02	48.28	50.66	53.16	3,509.92	3,681.59	3,862.42	4,052.49	4,252.94	7,604.83	9,214.70
B560	44.09	46.24	48.51	50.90	53.42	3,527.22	3,698.85	3,880.87	4,072.08	4,273.67	7,642.31	9,259.62
B561	44.28	46.45	48.74	51.13	53.65	3,542.18	3,716.14	3,899.30	4,090.51	4,292.11	7,674.72	9,299.57
B562	44.49	46.68	48.97	51.38	53.91	3,559.49	3,734.58	3,917.71	4,110.09	4,312.83	7,712.23	9,344.47
B563	44.70	46.90	49.20	51.64	54.17	3,575.60	3,751.84	3,936.17	4,130.82	4,333.57	7,747.13	9,389.40
B564	44.91	47.11	49.45	51.88	54.44	3,592.89	3,769.14	3,955.76	4,150.42	4,355.48	7,784.60	9,436.87
B565	45.14	47.34	49.68	52.13	54.69	3,611.31	3,787.55	3,974.16	4,170.00	4,375.04	7,824.51	9,479.25
B566	45.37	47.59	49.94	52.40	54.98	3,629.73	3,807.15	3,994.91	4,191.91	4,398.07	7,864.42	9,529.15
B567	45.59	47.82	50.17	52.66	55.24	3,647.01	3,825.59	4,013.35	4,212.63	4,418.81	7,901.86	9,574.09
B568	45.80	48.05	50.40	52.90	55.51	3,664.29	3,844.02	4,031.77	4,232.21	4,440.71	7,939.30	9,621.54
B569	46.02	48.28	50.66	53.16	55.78	3,681.59	3,862.42	4,052.49	4,252.94	4,462.60	7,976.78	9,668.97
B570	46.24	48.51	50.90	53.42	56.04	3,698.85	3,880.87	4,072.08	4,273.67	4,483.32	8,014.18	9,713.86
B571	46.45	48.74	51.13	53.65	56.30	3,716.14	3,899.30	4,090.51	4,292.11	4,504.06	8,051.64	9,758.80
B572	46.68	48.97	51.38	53.91	56.57	3,734.58	3,917.71	4,110.09	4,312.83	4,525.96	8,091.59	9,806.25
B573	46.90	49.20	51.64	54.17	56.83	3,751.84	3,936.17	4,130.82	4,333.57	4,546.67	8,128.99	9,851.12
B574	47.11	49.45	51.88	54.44	57.11	3,769.14	3,955.76	4,150.42	4,355.48	4,568.58	8,166.47	9,898.59

		Н	ourly Rat	es			Bi-\	Neekly Ra	ates		Monthl	Monthly Rates	
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5	
B320	14.85	15.55	16.27	17.03	17.84	1,187.97	_		1,362.43	1,427.01	2,573.94	3,091.86	
B321	14.92	15.61	16.34	17.11	17.90	1,193.97	1,248.91	1,307.47	1,368.44	1,431.76	2,586.94	3,102.15	
B322	15.00	15.69	16.42	17.18	17.99	1,199.94	1,254.90	1,313.46			2,599.87	3,117.73	
B323	15.06	15.76	16.48	17.25	18.08		_	1,318.22		-	2,610.16		
B324	15.13	15.84	16.57	17.34	18.17	1,210.67		1,325.40	1,387.56	1,453.27	<u> </u>		
B325	15.21	15.91	16.64	17.42	18.24	1,216.65	· '	1,331.38	1,393.52		2,636.08		
B326	15.28	15.98	16.72	17.51	18.33	1,222.62		1,337.36	1,400.69		2,649.01	3,177.27	
B327	15.34	16.04	16.79	17.58	18.41	1,227.40	- 	1,343.37	1,406.66	<u> </u>	<u> </u>	3,190.22	
B328	15.42	16.12	16.88	17.66	18.49	1,233.38	,	1,350.49	1,412.65			3,205.74	
B329	15.48	16.19	16.96	17.73	18.58	1,238.15		1,356.47	1,418.63	· ·	2,682.66	3,221.29	
B330	15.55	16.27	17.03	17.84	18.66	1,244.12	_	1,362.43	1,427.01	1,492.71	2,695.59	3,234.21	
B331	15.61	16.34	17.11	17.90	18.75	1,248.91	1,307.47	1,368.44	1,431.76		2,705.97	3,249.74	
B332	15.69	16.42	17.18	17.99	18.84	1,254.90		1,374.40	1,438.95	1,507.05		3,265.28	
B333	15.76	16.48	17.25	18.08	18.93	1,260.86		1,380.37	1,446.10		2,731.86	3,280.85	
B334	15.84	16.57	17.34	18.17	19.02	1,266.84		1,387.56	1,453.27		2,744.82	3,296.35	
B335	15.91	16.64	17.42	18.24	19.11	1,272.81	1,331.38	1,393.52	1,459.24			3,311.88	
B336	15.98	16.72	17.51	18.33	19.20	1,278.79		1,400.69	,	1,535.75		3,327.46	
B337	16.04	16.79	17.58	18.41	19.29	1,283.57	· ·	1,406.66	1,472.41	1,542.91	2,781.07	3,342.97	
B338	16.12	16.88	17.66	18.49	19.36	1,289.55		1,412.65	1,479.57	1,548.88			
B339	16.12	16.96	17.73	18.58	19.47	1,295.53		1,418.63	1,486.75	1,557.25		3,374.04	
B340	16.19	17.03	17.73	18.66	19.54	1,301.51	1,362.43		1,492.71	1,563.22		3,386.98	
B341	16.34	17.03	17.84	18.75	19.63	1,307.47		1,431.76		1,570.41			
B342	16.42	17.11	17.99	18.84	19.72		1,374.40	1,431.76	1,507.05				
B343	16.48	17.16	18.08	18.93	19.72	1,318.22		1,446.10					
B344	16.46	17.23	18.17	19.02	19.62			1,440.10	1,514.24			3,436.20 3,451.70	
B345	16.64	17.34	18.24	19.02	20.00	1,331.38		1,459.24	1,528.56			3,467.27	
B346	16.72	17.42	18.33	19.11	20.00		1,400.69	1,459.24	1,535.75		2,897.61	3,485.37	
B347	16.72	17.51	18.41	19.29	20.11			1,400.43	1,535.75		2,910.64	3,498.37	
B348	16.79	17.66	18.49	19.29	20.18						2,926.06	-	
B349			18.58	19.30	20.29		1,412.65						
	16.96	17.73						1,486.75					
B350	17.03	17.84	18.66	19.54	20.47	· '	· '	1,492.71			2,951.93	-	
B351 B352	17.11	17.90	18.75 18.84	19.63 19.72	20.56			1,499.88 1,507.05		· ·	2,964.95		
	17.18	17.99			20.66	1.380.37	1,438.95		1,577.57	1,652.86		3,581.20	
B353 B354	17.25	18.08	18.93 19.02	19.82	20.75	,	1,446.10 1,453.27	1,514.24 1,521.39	1,585.94			3,596.80	
	17.34	18.17		19.91	20.86				1,593.09				
B355	17.42	18.24	19.11	20.00				1,528.56					
B356	17.51	18.33	19.20	20.11	21.03			1,535.75					
B357	17.58	18.41	19.29	20.18	21.14			1,542.91					
B358	17.66	18.49	19.36	20.29	21.24			1,548.88					
B359	17.73	18.58	19.47	20.38	21.33			1,557.25					
B360	17.84	18.66	19.54	20.47	21.44			1,563.22					
B361	17.90	18.75	19.63	20.56	21.53			1,570.41					
B362	17.99	18.84	19.72	20.66	21.63			1,577.57					
B363	18.08	18.93	19.82	20.75	21.72			1,585.94					
B364	18.17	19.02	19.91	20.86	21.83			1,593.09					
B365	18.24	19.11	20.00	20.94	21.93	1,459.24	1,528.56	1,600.28	1,675.56	1,754.44	3,161.69	3,801.29	

		Н	ourly Rat	es			Bi-\	Neekly Ra	ates		Monthl	y Rates
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
B366	18.33	19.20	20.11	21.03	22.04	1,466.43		1,608.63	1,682.75	1,762.82	3,177.27	3,819.44
B367	18.41	19.29	20.18	21.14	22.15	1,472.41	1,542.91	1,614.63	_		3,190.22	3,840.09
B368	18.49	19.36	20.29	21.24	22.26	1,479.57	1,548.88	1,622.99	1,699.48			3,858.23
B369	18.58	19.47	20.38	21.33	22.36	1,486.75		1,630.16			3,221.29	3,876.41
B370	18.66	19.54	20.47	21.44	22.47	1,492.71	1,563.22	1,637.34			3,234.21	3,894.61
B371	18.75	19.63	20.56	21.53	22.57	1,499.88		1,644.49	_			3,912.65
B372	18.84	19.72	20.66	21.63	22.68	1,507.05		1,652.86	1,730.52	1,814.19		3,930.75
B373	18.93	19.82	20.75	21.72	22.78	1,514.24	1,585.94	1,660.06	1,737.71	1,822.58	3,280.85	3,948.92
B374	19.02	19.91	20.86	21.83	22.89	1,521.39	1,593.09	1,668.41	1,746.07	1,830.95	3,296.35	3,967.06
B375	19.11	20.00	20.94	21.93	22.99	1,528.56	1,600.28	1,675.56	1,754.44	1,839.33	3,311.88	3,985.22
B376	19.20	20.11	21.03	22.04	23.11	1,535.75	1,608.63	1,682.75	1,762.82		3,327.46	4,005.89
B377	19.29	20.18	21.14	22.15	23.23	1,542.91	1,614.63	1,691.13	1,772.35	1,858.42	3,342.97	4,026.58
B378	19.36	20.29	21.24	22.26	23.34	1,548.88	1,622.99	1,699.48	1,780.72		3,355.91	4,044.78
B379	19.47	20.38	21.33	22.36	23.44	1,557.25	1,630.16	1,706.64	1,789.11	1,875.18	3,374.04	4,062.89
B380	19.54	20.47	21.44	22.47	23.54	1,563.22	1,637.34	1,715.02	1,797.51	1,883.53	3,386.98	4,080.98
B381	19.63	20.56	21.53	22.57	23.65	1,570.41	1,644.49	1,722.17	1,805.84		3,402.56	
B382	19.72	20.66	21.63	22.68	23.77	1,577.57	1,652.86	1,730.52	1,814.19	1,901.44	3,418.07	4,119.79
B383	19.82	20.75	21.72	22.78	23.89	1,585.94	1,660.06	1,737.71	1,822.58	1,911.02	3,436.20	4,140.54
B384	19.91	20.86	21.83	22.89	23.99	1,593.09	1,668.41	1,746.07	1,830.95	1,919.39	3,451.70	4,158.68
B385	20.00	20.94	21.93	22.99	24.11	1,600.28	1,675.56	1,754.44	1,839.33	1,928.95	3,467.27	4,179.39
B386	20.11	21.03	22.04	23.11	24.22	1,608.63	1,682.75	1,762.82	1,848.87	1,937.30	3,485.37	4,197.48
B387	20.18	21.14	22.15	23.23	24.34	1,614.63	1,691.13	1,772.35	1,858.42	1,946.90	3,498.37	4,218.28
B388	20.29	21.24	22.26	23.34	24.46	1,622.99	1,699.48	1,780.72	1,866.82	1,956.44	3,516.48	4,238.95
B389	20.38	21.33	22.36	23.44	24.56	1,630.16	1,706.64	1,789.11	1,875.18	1,964.79	3,532.01	4,257.05
B390	20.47	21.44	22.47	23.54	24.68	1,637.34	1,715.02	1,797.51	1,883.53	1,974.34	3,547.57	4,277.74
B391	20.56	21.53	22.57	23.65	24.78	1,644.49	1,722.17	1,805.84	1,891.88	1,982.72	3,563.06	4,295.89
B392	20.66	21.63	22.68	23.77	24.90	1,652.86	1,730.52	1,814.19	1,901.44	1,992.30	3,581.20	4,316.65
B393	20.75	21.72	22.78	23.89	25.01	1,660.06	1,737.71	1,822.58	1,911.02	2,000.66	3,596.80	4,334.76
B394	20.86	21.83	22.89	23.99	25.13	1,668.41	1,746.07	1,830.95	1,919.39	2,010.19	3,614.89	4,355.41
B395	20.94	21.93	22.99	24.11	25.25	1,675.56	1,754.44	1,839.33	1,928.95	2,019.77	3,630.38	4,376.17
B396	21.03	22.04	23.11	24.22	25.38	1,682.75	1,762.82	1,848.87	1,937.30	2,030.52	3,645.96	4,399.46
B397	21.14	22.15	23.23	24.34	25.50	1,691.13	1,772.35	1,858.42	1,946.90	2,040.08	3,664.12	4,420.17
B398	21.24	22.26	23.34	24.46	25.62	1,699.48	1,780.72	1,866.82	1,956.44		3,682.21	4,440.93
B399	21.33	22.36	23.44	24.56	25.74	1,706.64		1,875.18			3,697.72	4,461.62
B400	21.44	22.39	23.54	24.68	25.86			1,883.53				
B401	21.53	22.57	23.65	24.78	25.98			1,891.88				
B402	21.63	22.68	23.77	24.90	26.11			1,901.44				
B403	21.72	22.78	23.89	25.01	26.23			1,911.02				
B404	21.83	22.89	23.99	25.13	26.35			1,919.39				
B405	21.93	22.99	24.11	25.25	26.47			1,928.95				
B406	22.04	23.11	24.22	25.38	26.61			1,937.30				
B407	22.15	23.23	24.34	25.50	26.74			1,946.90				
B408	22.26	23.34	24.46	25.62	26.86			1,956.44				
B409	22.36	23.44	24.56	25.74	27.00			1,964.79				
B410	22.47	23.54	24.68	25.86	27.11	1,797.51	1,883.53	1,974.34	2,068.75	2,169.17	3,894.61	4,699.87

		Н	ourly Rat	es			Bi-\	Neekly Ra	ates		Monthl	y Rates
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
B411	22.57	23.65	24.78	25.98	27.23	1,805.84	1,891.88	1,982.72	2,078.34	2,178.71	3,912.65	4,720.54
B412	22.68	23.77	24.90	26.11	27.37	1,814.19	1,901.44	1,992.30	2,089.08	2,189.51	3,930.75	4,743.94
B413	22.78	23.89	25.01	26.23	27.49	1,822.58	1,911.02	2,000.66	2,098.63	2,199.05	3,948.92	4,764.61
B414	22.89	23.99	25.13	26.35	27.62	1,830.95	1,919.39	2,010.19	2,108.23	2,209.81	3,967.06	4,787.92
B415	22.99	24.11	25.25	26.47	27.76		1,928.95					
B416	23.11	24.22	25.38	26.61	27.91	1,848.87			2,128.54			
B417	23.23	24.34	25.50	26.74	28.03		1,946.90					
B418	23.34	24.46	25.62	26.86	28.16		1,956.44					
B419	23.44	24.56	25.74	27.00	28.29		1,964.79					
B420	23.54	24.68	25.86	27.11	28.43		1,974.34					
B421	23.65	24.78	25.98	27.23	28.56		1,982.72					
B422 B423	23.77	24.90 25.01	26.11 26.23	27.37	28.70		1,992.30					
B423	23.89			27.49 27.62	28.83		2,000.66					-
B425	23.99 24.11	25.13 25.25	26.35 26.47	27.76	28.97 29.10		2,010.19					
B426	24.11	25.23	26.61	27.70	29.25		2,030.52					
B427	24.34	25.50	26.74	28.03	29.39		2,040.08					
B428	24.46	25.62	26.86	28.16	29.52		2,049.66					
B429	24.56	25.74	27.00	28.29	29.67		2,059.21					
B430	24.68	25.86	27.11	28.43	29.80		2,068.75				4,277.74	
B431	24.78	25.98	27.23	28.56	29.92		2,078.34					
B432	24.90	26.11	27.37	28.70	30.07		2,089.08					
B433	25.01	26.23	27.49	28.83	30.22		2,098.63					
B434	25.13	26.35	27.62	28.97	30.36		2,108.23					
B435	25.25	26.47	27.76	29.10	30.51	2,019.77	2,117.79	2,220.55	2,328.11	2,440.49	4,376.17	5,287.73
B436	25.38	26.61	27.91	29.25	30.66	2,030.52	2,128.54	2,232.52	2,340.05	2,452.42	4,399.46	5,313.58
B437	25.50	26.74	28.03	29.39	30.80	2,040.08	2,139.30	2,242.05	2,350.80	2,464.36	4,420.17	5,339.45
B438	25.62	26.86	28.16	29.52	30.94	2,049.66	2,148.86	2,252.84	2,361.59	2,475.11	4,440.93	5,362.74
B439	25.74	27.00	28.29	29.67	31.10	2,059.21	2,159.63	2,263.58	2,373.50	2,488.27	4,461.62	5,391.25
B440	25.86	27.11	28.43	29.80	31.25	2,068.75	2,169.17	2,274.31	2,384.29	2,500.19	4,482.29	5,417.08
B441	25.98	27.23	28.56	29.92	31.37		2,178.71					
B442	26.11	27.37	28.70	30.07	31.54		2,189.51			_		
B443	26.23	27.49	28.83	30.22	31.67		2,199.05					
B444	26.35	27.62	28.97	30.36	31.84		2,209.81					
B445	26.47	27.76	29.10	30.51			2,220.55					
B446	26.61	27.91	29.25	30.66	32.13		2,232.52					
B447	26.74	28.03	29.39	30.80	32.28		2,242.05					
B448	26.86	28.16	29.52	30.94	32.45		2,252.84					
B449	27.00	28.29	29.67	31.10	32.60		2,263.58					
B450	27.11	28.43	29.80	31.25	32.75		2,274.31					
B451	27.23	28.56	29.92	31.37	32.90		2,285.09					
B452 B453	27.37 27.49	28.70 28.83	30.07 30.22	31.54	33.06		2,295.84 2,306.60					
B453	27.49	28.97	30.22	31.67 31.84	33.23 33.37		2,306.60					
B454 B455	27.76	29.10	30.51	31.98	33.52		2,317.37					
D400	21.10	25.10	30.31	31.90	JJ.JZ	2,220.00	۷,520.11	2,44 0.49	2,000.70	2,001.00	4,011.19	3,010.70

		Н	ourly Rat	es			Bi-\	Neekly Ra	ates		Monthl	y Rates
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
B456	27.91	29.25	30.66	32.13	33.70	2,232.52	2,340.05	2,452.42	2,570.73	2,696.19	4,837.13	5,841.75
B457	28.03	29.39	30.80	32.28	33.87		2,350.80			2,709.36	4,857.78	5,870.28
B458	28.16	29.52	30.94	32.45	34.03	2,252.84	2,361.59	2,475.11	2,595.84	2,722.50	4,881.15	5,898.75
B459	28.29	29.67	31.10	32.60	34.20		2,373.50				4,904.42	
B460	28.43	29.80	31.25	32.75	34.36						4,927.67	
B461	28.56	29.92	31.37	32.90	34.51						4,951.03	
B462	28.70	30.07	31.54	33.06	34.67						4,974.32	
B463	28.83	30.22	31.67	33.23	34.84						4,997.63	
B464	28.97	30.36	31.84	33.37	35.00						5,020.97	
B465	29.10	30.51	31.98	33.52	35.18						5,044.24	
B466	29.25	30.66	32.13	33.70	35.36						5,070.11	
B467	29.39	30.80	32.28	33.87	35.53						5,093.40	
B468	29.52	30.94	32.45	34.03	35.70						5,116.78	
B469	29.67	31.10	32.60	34.20	35.87						5,142.58	
B470	29.80	31.25	32.75	34.36	36.03						5,165.96	
B471	29.92	31.37	32.90	34.51	36.21						5,186.65	
B472 B473	30.07 30.22	31.54 31.67	33.06 33.23	34.67 34.84	36.38 36.56						5,212.61 5,238.44	
B474	30.36	31.84	33.37	35.00	36.74						5,261.79	
B474	30.51	31.98	33.52	35.18	36.90						5,287.73	
B476	30.66	32.13	33.70	35.36	37.09						5,313.58	
B477	30.80	32.28	33.87	35.53	37.27		2,582.67				5,339.45	
B478	30.94	32.45	34.03	35.70	37.44		2,595.84				5,362.74	
B479	31.10	32.60	34.20	35.87	37.63						5,391.25	
B480	31.25	32.75	34.36	36.03	37.80						5,417.08	
B481	31.37	32.90	34.51	36.21	37.98						5,437.81	
B482	31.54	33.06	34.67	36.38	38.15		2,644.84				5,466.28	
B483	31.67	33.23	34.84	36.56	38.33	2,533.69	2,658.00	2,787.05	2,924.48	3,066.69	5,489.66	6,644.50
B484	31.84	33.37	35.00	36.74	38.53	2,546.81	2,669.91	2,800.18	2,938.83	3,082.25	5,518.09	6,678.21
B485	31.98	33.52	35.18	36.90	38.71	2,558.78	2,681.86	2,814.54	2,951.98	3,096.58	5,544.02	6,709.26
B486	32.13	33.70	35.36	37.09	38.90	2,570.73	2,696.19	2,828.87	2,967.51	3,112.14	5,569.92	6,742.97
B487	32.28	33.87	35.53	37.27	39.08	2,582.67	2,709.36	2,842.02	2,981.86	3,126.45	5,595.79	6,773.98
B488	32.45	34.03	35.70	37.44	39.28		2,722.50				5,624.32	
B489	32.60	34.20	35.87	37.63	39.45						5,650.19	
B490	32.75	34.36	36.03	37.80	39.65						5,676.10	
B491	32.90	34.51	36.21	37.98	39.83				·		5,701.93	
B492	33.06	34.67	36.38	38.15	40.01						5,730.49	
B493	33.23	34.84	36.56	38.33	40.20						5,759.00	
B494	33.37	35.00	36.74	38.53	40.40						5,784.81	
B495	33.52	35.18	36.90	38.71	40.59						5,810.70	
B496	33.70	35.36	37.09	38.90	40.78		2,828.87				5,841.75	
B497	33.87	35.53	37.27	39.08	40.98						5,870.28	
B498	34.03	35.70	37.44	39.28	41.17						5,898.75	
B499	34.20	35.87	37.63	39.45	41.38						5,927.26	
B500	34.36	36.03	37.80	39.65	41.58	2,748.81	2,882.65	3,023.71	3,171.88	3,326.06	5,955.76	7,206.46

		Н	ourly Rat	es			Bi-\	Neekly Ra	ates		Monthly Rates		
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5	
B501	34.51	36.21	37.98	39.83	41.76		2,897.02		•		5,981.58		
B502	34.67	36.38	38.15	40.01	41.96						6,010.14		
B503	34.84	36.56	38.33	40.20	42.16		2,924.48				6,038.61		
B504	35.00	36.74	38.53	40.40	42.35		2,938.83					7,341.12	
B505	35.18	36.90	38.71	40.59	42.56						6,098.17		
B506	35.36	37.09	38.90	40.78	42.77						6,129.22		
B507	35.53	37.27	39.08	40.98	42.98	2,842.02	2,981.86	3,126.45	3,278.23	3,438.39	6,157.71	7,449.85	
B508	35.70	37.44	39.28	41.17	43.19		2,994.99				6,188.80		
B509	35.87	37.63	39.45	41.38	43.40	2,869.49	3,010.56	3,156.34	3,310.49	3,471.86	6,217.23	7,522.36	
B510	36.03	37.80	39.65	41.58	43.61	2,882.65	3,023.71	3,171.88	3,326.06	3,488.58	6,245.74	7,558.59	
B511	36.21	37.98	39.83	41.76	43.80	2,897.02	3,038.01	3,186.21	3,340.40	3,504.14	6,276.88	7,592.30	
B512	36.38	38.15	40.01	41.96	44.01	2,910.15	3,052.38	3,200.54	3,357.12	3,520.87	6,305.33	7,628.55	
B513	36.56	38.33	40.20	42.16	44.22	2,924.48	3,066.69	3,216.10	3,372.67	3,537.57	6,336.37	7,664.74	
B514	36.74	38.53	40.40	42.35	44.43	2,938.83	3,082.25	3,231.64	3,388.21	3,554.33	6,367.47	7,701.05	
B515	36.90	38.71	40.59	42.56	44.65	2,951.98	3,096.58	3,247.16	3,404.95	3,572.24	6,395.96	7,739.85	
B516	37.09	38.90	40.78	42.77	44.88	2,967.51	3,112.14	3,262.73	3,421.66	3,590.18	6,429.61	7,778.72	
B517	37.27	39.08	40.98	42.98	45.09	2,981.86	3,126.45	3,278.23	3,438.39	3,606.87	6,460.70	7,814.89	
B518	37.44	39.28	41.17	43.19	45.30	2,994.99	3,142.01	3,293.78	3,455.13	3,623.66	6,489.15	7,851.26	
B519	37.63	39.45	41.38	43.40	45.52	3,010.56	3,156.34	3,310.49	3,471.86	3,641.54	6,522.88	7,890.00	
B520	37.80	39.65	41.58	43.61	45.74	3,023.71	3,171.88	3,326.06	3,488.58	3,659.49	6,551.37	7,928.90	
B521	37.98	39.83	41.76	43.80	45.94	3,038.01	3,186.21	3,340.40	3,504.14	3,675.01	6,582.36	7,962.52	
B522	38.15	40.01	41.96	44.01	46.16		3,200.54		3,520.87	3,692.97	6,613.49	8,001.44	
B523	38.33	40.20	42.16	44.22	46.37	3,066.69	3,216.10	3,372.67	3,537.57	3,709.69	6,644.50	8,037.66	
B524	38.53	40.40	42.35	44.43	46.60	3,082.25	3,231.64	3,388.21	3,554.33	3,727.62	6,678.21	8,076.51	
B525	38.71	40.59	42.56	44.65	46.83		3,247.16					-	
B526	38.90	40.78	42.77	44.88	47.07						6,742.97	8,159.32	
B527	39.08	40.98	42.98	45.09	47.30		3,278.23					8,198.17	
B528	39.28	41.17	43.19	45.30	47.52						6,807.69		
B529	39.45	41.38	43.40	45.52	47.75						6,838.74		
B530	39.65	41.58	43.61	45.74	47.97		3,326.06					8,314.71	
B531	39.83	41.76	43.80	45.94	48.19		3,340.40						
B532	40.01	41.96	44.01	46.16	48.43		3,357.12					8,395.03	
B533	40.20	42.16	44.22	46.37	48.66		3,372.67	3,537.57		3,892.53		8,433.82	
B534	40.40	42.35	44.43	46.60	48.88						7,001.89		
B535	40.59	42.56	44.65	46.83	49.12						7,035.51		
B536	40.78	42.77	44.88	47.07	49.37						7,069.25		
B537	40.98	42.98	45.09	47.30	49.61						7,102.83		
B538	41.17	43.19	45.30	47.52	49.85						7,136.52		
B539	41.38	43.40	45.52	47.75	50.09						7,172.73		
B540	41.58	43.61	45.74	47.97	50.33						7,206.46		
B541	41.76	43.80	45.94	48.19	50.57						7,237.53		
B542	41.96	44.01	46.16	48.43	50.81						7,273.76		
B543	42.16	44.22	46.37	48.66	51.05						7,307.45		
B544	42.35	44.43	46.60	48.88	51.30						7,341.12		
B545	42.56	44.65	46.83	49.12	51.54	3,404.95	3,5/2.24	3,746.73	3,929.58	4,123.19	7,377.39	8,933.58	

		Н	ourly Rat	es			Bi-\	Neekly R	ates		Monthl	y Rates
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
B546	42.77	44.88	47.07	49.37	51.81	3,421.66	3,590.18	3,765.84	3,949.92	4,144.72	7,413.60	8,980.23
B547	42.98	45.09	47.30	49.61	52.05	3,438.39	3,606.87	3,783.77	3,969.05	4,163.85	7,449.85	9,021.68
B548	43.19	45.30	47.52	49.85	52.29	3,455.13	3,623.66	3,801.70	3,988.17	4,182.96	7,486.12	9,063.08
B549	43.40	45.52	47.75	50.09	52.56	3,471.86	3,641.54	3,819.65	4,007.26	4,204.46	7,522.36	9,109.66
B550	43.61	45.74	47.97	50.33	52.81	3,488.58	3,659.49	3,837.56	4,026.40	4,224.78	7,558.59	9,153.69
B551	43.80	45.94	48.19	50.57	53.05	3,504.14	3,675.01	3,855.50	4,045.52	4,243.90	7,592.30	9,195.12
B552	44.01	46.16	48.43	50.81	53.30	3,520.87	3,692.97	3,874.63	4,064.62	4,264.22	7,628.55	9,239.14
B553	44.22	46.37	48.66	51.05	53.57	3,537.57	3,709.69	3,892.53	4,083.78	4,285.73	7,664.74	9,285.75
B554	44.43	46.60	48.88	51.30	53.83	3,554.33	3,727.62	3,910.48	4,104.10	4,306.06	7,701.05	9,329.80
B555	44.65	46.83	49.12	51.54	54.08	3,572.24	3,746.73	3,929.58	4,123.19	4,326.38	7,739.85	9,373.82
B556	44.88	47.07	49.37	51.81	54.36	3,590.18	3,765.84	3,949.92	4,144.72	4,349.11	7,778.72	9,423.07
B557	45.09	47.30	49.61	52.05	54.63	3,606.87	3,783.77	3,969.05	4,163.85	4,370.60	7,814.89	9,469.63
B558	45.30	47.52	49.85	52.29	54.89	3,623.66	3,801.70	3,988.17	4,182.96	4,390.92	7,851.26	9,513.66
B559	45.52	47.75	50.09	52.56	55.16	3,641.54	3,819.65	4,007.26	4,204.46	4,412.43	7,890.00	9,560.27
B560	45.74	47.97	50.33	52.81	55.42	3,659.49	3,837.56	4,026.40	4,224.78	4,433.93	7,928.90	9,606.85
B561	45.94	48.19	50.57	53.05	55.66	3,675.01	3,855.50	4,045.52	4,243.90	4,453.06	7,962.52	9,648.30
B562	46.16	48.43	50.81	53.30	55.93	3,692.97	3,874.63	4,064.62	4,264.22	4,474.56	8,001.44	9,694.88
B563	46.37	48.66	51.05	53.57	56.20	3,709.69	3,892.53	4,083.78	4,285.73	4,496.08	8,037.66	9,741.51
B564	46.60	48.88	51.30	53.83	56.49	3,727.62	3,910.48	4,104.10	4,306.06	4,518.81	8,076.51	9,790.76
B565	46.83	49.12	51.54	54.08	56.74	3,746.73	3,929.58	4,123.19	4,326.38	4,539.10	8,117.92	9,834.72
B566	47.07	49.37	51.81	54.36	57.04	3,765.84	3,949.92	4,144.72	4,349.11	4,563.00	8,159.32	9,886.50
B567	47.30	49.61	52.05	54.63	57.31	3,783.77	3,969.05	4,163.85	4,370.60	4,584.52	8,198.17	9,933.13
B568	47.52	49.85	52.29	54.89	57.59	3,801.70	3,988.17	4,182.96	4,390.92	4,607.24	8,237.02	9,982.35
B569	47.75	50.09	52.56	55.16	57.87	3,819.65	4,007.26	4,204.46	4,412.43	4,629.95	8,275.91	10,031.56
B570	47.97	50.33	52.81	55.42	58.14	3,837.56	4,026.40	4,224.78	4,433.93	4,651.44	8,314.71	10,078.12
B571	48.19	50.57	53.05	55.66	58.41	3,855.50	4,045.52	4,243.90	4,453.06	4,672.96	8,353.58	10,124.75
B572	48.43	50.81	53.30	55.93	58.70	3,874.63	4,064.62	4,264.22	4,474.56	4,695.68	8,395.03	10,173.97
B573	48.66	51.05	53.57	56.20	58.96	3,892.53	4,083.78	4,285.73	4,496.08	4,717.17	8,433.82	10,220.54
B574	48.88	51.30	53.83	56.49	59.25	3,910.48	4,104.10	4,306.06	4,518.81	4,739.90	8,472.71	10,269.78

		Н	ourly Rat	es			Bi	-Weekly Ra	ites		Month	ly Rates
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
B320	15.44	16.17	16.92	17.71	18.55	1,235.49	1,293.88	1,353.57	1,416.93	1,484.09	2,676.90	3,215.53
B321	15.52	16.24	17.00	17.79	18.61	1,241.73	1,298.87	1,359.77	1,423.18	1,489.03	2,690.42	3,226.23
B322	15.60	16.31	17.08	17.87	18.71	1,247.94	1,305.10	1,366.00	1,429.38	1,496.51	2,703.87	3,242.44
B323	15.66	16.39	17.14	17.94	18.80	1,252.88	1,311.29	1,370.95	1,435.58	1,503.94	2,714.57	3,258.54
B324	15.74	16.47	17.23	18.04	18.89	1,259.10	1,317.51	1,378.42	1,443.06	1,511.40	2,728.05	3,274.70
B325	15.82	16.55	17.31	18.12	18.97	1,265.32	1,323.72	1,384.64	1,449.26	1,517.61	2,741.53	3,288.16
B326	15.89	16.62	17.39	18.21	19.06	1,271.52	1,329.94	1,390.85	1,456.72	1,525.09	2,754.96	3,304.36
B327	15.96	16.69	17.46	18.29	19.14	1,276.50	1,334.91	1,397.10	1,462.93	1,531.31	2,765.75	3,317.84
B328	16.03	16.76	17.56	18.36	19.23	1,282.72	1,341.13	1,404.51	1,469.16	1,538.75	2,779.23	3,333.96
B329	16.10	16.84	17.63	18.44	19.33	1,287.68	1,347.35	1,410.73	1,475.38	1,546.22	2,789.97	3,350.14
B330	16.17	16.92	17.71	18.55	19.41	1,293.88	1,353.57	1,416.93	1,484.09	1,552.42	2,803.41	3,363.58
B331	16.24	17.00	17.79	18.61	19.50	1,298.87	1,359.77	1,423.18	1,489.03	1,559.88	2,814.22	3,379.74
B332	16.31	17.08	17.87	18.71	19.59	1,305.10	1,366.00	1,429.38	1,496.51	1,567.33	2,827.72	3,395.88
B333	16.39	17.14	17.94	18.80	19.69	1,311.29	1,370.95	1,435.58	1,503.94	1,574.81	2,841.13	3,412.09
B334	16.47	17.23	18.04	18.89	19.78	1,317.51	1,378.42	1,443.06	1,511.40	1,582.25	2,854.61	3,428.21
B335	16.55	17.31	18.12	18.97	19.87	1,323.72	1,384.64	1,449.26	1,517.61	1,589.70	2,868.06	3,444.35
B336	16.62	17.39	18.21	19.06	19.96	1,329.94	1,390.85	1,456.72	1,525.09	1,597.18	2,881.54	3,460.56
B337	16.69	17.46	18.29	19.14	20.06	1,334.91	1,397.10	1,462.93	1,531.31	1,604.63	2,892.31	3,476.70
B338	16.76	17.56	18.36	19.23	20.14	1,341.13	1,404.51	1,469.16	1,538.75	1,610.84	2,905.78	3,490.15
B339	16.84	17.63	18.44	19.33	20.24	1,347.35	1,410.73	1,475.38	1,546.22	1,619.54	2,919.26	3,509.00
B340	16.92	17.71	18.55	19.41	20.32	1,353.57	1,416.93	1,484.09	1,552.42	1,625.75	2,932.74	3,522.46
B341	17.00	17.79	18.61	19.50	20.42	1,359.77	1,423.18	1,489.03	1,559.88	1,633.23	2,946.17	3,538.67
B342	17.08	17.87	18.71	19.59	20.51	1,366.00	1,429.38	1,496.51	1,567.33	1,640.67	2,959.67	3,554.79
B343	17.14	17.94	18.80	19.69	20.62	1,370.95	1,435.58	1,503.94	1,574.81	1,649.38	2,970.39	3,573.66
B344	17.23	18.04	18.89	19.78	20.71	1,378.42	1,443.06	1,511.40	1,582.25	1,656.81	2,986.58	3,589.76
B345	17.31	18.12	18.97	19.87	20.80	1,384.64	1,449.26	1,517.61	1,589.70	1,664.29	3,000.05	3,605.96
B346	17.39	18.21	19.06	19.96	20.91	1,390.85	1,456.72	1,525.09	1,597.18	1,672.98	3,013.51	3,624.79
B347	17.46	18.29	19.14	20.06	20.99	1,397.10	1,462.93	1,531.31	1,604.63	1,679.22	3,027.05	3,638.31
B348	17.56	18.36	19.23	20.14	21.10	1,404.51	1,469.16	1,538.75	1,610.84	1,687.91	3,043.11	3,657.14
B349	17.63	18.44	19.33	20.24	21.19	1,410.73	1,475.38	1,546.22	1,619.54	1,695.37	3,056.58	3,673.30
B350	17.71	18.55	19.41	20.32	21.29	1,416.93	1,484.09	1,552.42	1,625.75	1,702.83	3,070.02	3,689.47
B351	17.79	18.61	19.50	20.42	21.38	1,423.18	1,489.03	1,559.88	1,633.23	1,710.27	3,083.56	3,705.59
B352	17.87	18.71	19.59	20.51	21.49	1,429.38	1,496.51	1,567.33	1,640.67	1,718.97	3,096.99	3,724.44
B353	17.94	18.80	19.69	20.62	21.58	1,435.58	1,503.94	1,574.81	1,649.38	1,726.46	3,110.42	3,740.66
B354	18.04	18.89	19.78	20.71	21.69	1,443.06	1,511.40	1,582.25	1,656.81	1,735.15	3,126.63	3,759.49
B355	18.12	18.97	19.87	20.80	21.78	1,449.26	1,517.61	1,589.70	1,664.29	1,742.58	3,140.06	3,775.59
B356	18.21	19.06	19.96	20.91	21.88	1,456.72	1,525.09	1,597.18	1,672.98	1,750.06	3,156.23	3,791.80
B357	18.29	19.14	20.06	20.99	21.98	1,462.93	1,531.31	1,604.63	1,679.22	1,758.78	3,169.68	3,810.69
B358	18.36	19.23	20.14	21.10	22.09	1,469.16	1,538.75	1,610.84	1,687.91	1,767.46	3,183.18	3,829.50
B359	18.44	19.33	20.24	21.19	22.19	1,475.38	1,546.22	1,619.54	1,695.37	1,774.91	3,196.66	3,845.64
B360	18.55	19.41	20.32	21.29	22.30	1,484.09	1,552.42	1,625.75	1,702.83	1,783.62	3,215.53	3,864.51
B361	18.61	19.50	20.42	21.38	22.39	1,489.03	1,559.88	1,633.23	1,710.27	1,791.06	3,226.23	3,880.63
B362	18.71	19.59	20.51	21.49	22.50	1,496.51	1,567.33	1,640.67	1,718.97	1,799.74	3,242.44	3,899.44
B363	18.80	19.69	20.62	21.58	22.59	1,503.94	1,574.81	1,649.38	1,726.46	1,807.22	3,258.54	3,915.64
B364	18.89	19.78	20.71	21.69	22.70	1,511.40	1,582.25	1,656.81	1,735.15	1,815.91	3,274.70	3,934.47
B365	18.97	19.87	20.80	21.78	22.81	1,517.61	1,589.70	1,664.29	1,742.58	1,824.62	3,288.16	3,953.34

		Н	lourly Rat	es			Bi	-Weekly Ra	ates		Month	ly Rates
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
B366	19.06	19.96	20.91	21.88	22.92	1,525.09	1,597.18	1,672.98	1,750.06	1,833.33	3,304.36	3,972.22
B367	19.14	20.06	20.99	21.98	23.04	1,531.31	1,604.63	1,679.22	1,758.78	1,843.24	3,317.84	3,993.69
B368	19.23	20.14	21.10	22.09	23.15	1,538.75	1,610.84	1,687.91	1,767.46	1,851.95	3,333.96	4,012.56
B369	19.33	20.24	21.19	22.19	23.26	1,546.22	1,619.54	1,695.37	1,774.91	1,860.67	3,350.14	4,031.45
B370	19.41	20.32	21.29	22.30	23.37	1,552.42	1,625.75	1,702.83	1,783.62	1,869.41	3,363.58	4,050.39
B371	19.50	20.42	21.38	22.39	23.48	1,559.88	1,633.23	1,710.27	1,791.06	1,878.07	3,379.74	4,069.15
B372	19.59	20.51	21.49	22.50	23.58	1,567.33	1,640.67	1,718.97	1,799.74	1,886.76	3,395.88	4,087.98
B373	19.69	20.62	21.58	22.59	23.69	1,574.81	1,649.38	1,726.46	1,807.22	1,895.48	3,412.09	4,106.87
B374	19.78	20.71	21.69	22.70	23.80	1,582.25	1,656.81	1,735.15	1,815.91	1,904.19	3,428.21	4,125.75
B375	19.87	20.80	21.78	22.81	23.91	1,589.70	1,664.29	1,742.58	1,824.62	1,912.90	3,444.35	4,144.62
B376	19.96	20.91	21.88	22.92	24.04	1,597.18	1,672.98	1,750.06	1,833.33	1,922.82	3,460.56	4,166.11
B377	20.06	20.99	21.98	23.04	24.16	1,604.63	1,679.22	1,758.78	1,843.24	1,932.76	3,476.70	4,187.65
B378	20.14	21.10	22.09	23.15	24.27	1,610.84	1,687.91	1,767.46	1,851.95	1,941.49	3,490.15	4,206.56
B379	20.24	21.19	22.19	23.26	24.38	1,619.54	1,695.37	1,774.91	1,860.67	1,950.19	3,509.00	4,225.41
B380	20.32	21.29	22.30	23.37	24.49	1,625.75	1,702.83	1,783.62	1,869.41	1,958.87	3,522.46	4,244.22
B381	20.42	21.38	22.39	23.48	24.59	1,633.23	1,710.27	1,791.06	1,878.07	1,967.56	3,538.67	4,263.05
B382	20.51	21.49	22.50	23.58	24.72	1,640.67	1,718.97	1,799.74	1,886.76	1,977.50	3,554.79	4,284.58
B383	20.62	21.58	22.59	23.69	24.84	1,649.38	1,726.46	1,807.22	1,895.48	1,987.46	3,573.66	4,306.16
B384	20.71	21.69	22.70	23.80	24.95	1,656.81	1,735.15	1,815.91	1,904.19	1,996.17	3,589.76	4,325.04
B385	20.80	21.78	22.81	23.91	25.08	1,664.29	1,742.58	1,824.62	1,912.90	2,006.11	3,605.96	4,346.57
B386	20.91	21.88	22.92	24.04	25.18	1,672.98	1,750.06	1,833.33	1,922.82	2,014.79	3,624.79	4,365.38
B387	20.99	21.98	23.04	24.16	25.31	1,679.22	1,758.78	1,843.24	1,932.76	2,024.78	3,638.31	4,387.02
B388	21.10	22.09	23.15	24.27	25.43	1,687.91	1,767.46	1,851.95	1,941.49	2,034.70	3,657.14	4,408.52
B389 B390	21.19 21.29	22.19	23.26	24.38	25.54	1,695.37 1,702.83	1,774.91	1,860.67	1,950.19	2,043.38	3,673.30	4,427.32
B390	21.29	22.30 22.39	23.37	24.49 24.59	25.67 25.78		1,783.62	1,869.41	1,958.87	2,053.31	3,689.47	4,448.84
B392	21.30	22.50	23.48 23.58	24.72	25.76	1,710.27 1,718.97	1,791.06 1,799.74	1,878.07 1,886.76	1,967.56 1,977.50	2,062.03 2,071.99	3,705.59 3,724.44	4,467.73 4,489.31
B392	21.49	22.59	23.69	24.72	26.01	1,716.97	1,807.22	1,895.48	1,987.46	2,071.99	3,724.44	4,469.31
B394	21.69	22.70	23.80	24.95	26.13	1,735.15	1,815.91	1,993.46	1,996.17	2,080.69	3,759.49	4,506.16
B395	21.78	22.70	23.91	25.08	26.26	1,742.58	1,824.62	1,912.90	2,006.11	2,100.56	3,775.59	4,551.21
B396	21.88	22.92	24.04	25.18	26.40	1,750.06	1,833.33	1,912.82	2,000.11	2,111.74	3,791.80	4,575.44
B397	21.98	23.04	24.16	25.31	26.52	1,758.78	1,843.24	1,932.76	2,024.78	2,121.68	3,810.69	4,596.97
B398	22.09	23.15	24.27	25.43	26.65	1,767.46	1,851.95	1,941.49	2,034.70	2,131.65	3,829.50	4,618.58
B399	22.19	23.26	24.38	25.54	26.77	1,774.91	1,860.67	1,950.19	2,043.38	2,141.58	3,845.64	4,640.09
B400	22.30	23.29	24.49	25.67	26.89	1,783.62	1,863.17	1,958.87	2,053.31	2,151.50	3,864.51	4,661.58
B401	22.39	23.48	24.59	25.78	27.02	1,791.06	1,878.07	1,967.56	2,062.03	2,161.47	3,880.63	4,683.19
B402	22.50	23.58	24.72	25.90	27.16	1,799.74	1,886.76	1,977.50	2,071.99	2,172.64	3,899.44	4,707.39
B403	22.59	23.69	24.84	26.01	27.28	1,807.22	1,895.48	1,987.46	2,080.69	2,182.58	3,915.64	4,728.92
B404	22.70	23.80	24.95	26.13	27.41	1,815.91	1,904.19	1,996.17	2,090.60	2,192.56	3,934.47	4,750.55
B405	22.81	23.91	25.08	26.26	27.53	1,824.62	1,912.90	2,006.11	2,100.56	2,202.50	3,953.34	4,772.08
B406	22.92	24.04	25.18	26.40	27.67	1,833.33	1,922.82	2,014.79	2,111.74	2,213.68	3,972.22	4,796.31
B407	23.04	24.16	25.31	26.52	27.81	1,843.24	1,932.76	2,024.78	2,121.68	2,224.87	3,993.69	4,820.55
B408	23.15	24.27	25.43	26.65	27.94	1,851.95	1,941.49	2,034.70	2,131.65	2,234.81	4,012.56	4,842.09
B409	23.26	24.38	25.54	26.77	28.08	1,860.67	1,950.19	2,043.38	2,141.58	2,246.02	4,031.45	4,866.38
B410	23.37	24.49	25.67	26.89	28.20	1,869.41	1,958.87	2,053.31	2,151.50	2,255.94	4,050.39	4,887.87

		Н	lourly Rat	tes			Bi	-Weekly Ra	ites		Month	ly Rates
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
B411	23.48	24.59	25.78	27.02	28.32	1,878.07	1,967.56	2,062.03	2,161.47	2,265.86	4,069.15	4,909.36
B412	23.58	24.72	25.90	27.16	28.46	1,886.76	1,977.50	2,071.99	2,172.64	2,277.09	4,087.98	4,933.70
B413	23.69	24.84	26.01	27.28	28.59	1,895.48	1,987.46	2,080.69	2,182.58	2,287.01	4,106.87	4,955.19
B414	23.80	24.95	26.13	27.41	28.73	1,904.19	1,996.17	2,090.60	2,192.56	2,298.20	4,125.75	4,979.43
B415	23.91	25.08	26.26	27.53	28.87	1,912.90	2,006.11	2,100.56	2,202.50	2,309.37	4,144.62	5,003.64
B416	24.04	25.18	26.40	27.67	29.02	1,922.82	2,014.79	2,111.74	2,213.68	2,321.82	4,166.11	5,030.61
B417	24.16	25.31	26.52	27.81	29.15	1,932.76	2,024.78	2,121.68	2,224.87	2,331.73	4,187.65	5,052.08
B418	24.27	25.43	26.65	27.94	29.29	1,941.49	2,034.70	2,131.65	2,234.81	2,342.95	4,206.56	5,076.39
B419	24.38	25.54	26.77	28.08	29.43	1,950.19	2,043.38	2,141.58	2,246.02	2,354.12	4,225.41	5,100.59
B420	24.49	25.67	26.89	28.20	29.57	1,958.87	2,053.31	2,151.50	2,255.94	2,365.28	4,244.22	5,124.77
B421	24.59	25.78	27.02	28.32	29.71	1,967.56	2,062.03	2,161.47	2,265.86	2,376.49	4,263.05	5,149.06
B422	24.72	25.90	27.16	28.46	29.85	1,977.50	2,071.99	2,172.64	2,277.09	2,387.67	4,284.58	5,173.29
B423	24.84	26.01	27.28	28.59	29.99	1,987.46	2,080.69	2,182.58	2,287.01	2,398.86	4,306.16	5,197.53
B424	24.95	26.13	27.41	28.73	30.13	1,996.17	2,090.60	2,192.56	2,298.20	2,410.06	4,325.04	5,221.80
B425	25.08	26.26	27.53	28.87	30.27	2,006.11	2,100.56	2,202.50	2,309.37	2,421.23	4,346.57	5,246.00
B426	25.18	26.40	27.67	29.02	30.42	2,014.79	2,111.74	2,213.68	2,321.82	2,433.65	4,365.38	5,272.91
B427	25.31	26.52	27.81	29.15	30.56	2,024.78	2,121.68	2,224.87	2,331.73	2,444.83	4,387.02	5,297.13
B428	25.43	26.65	27.94	29.29	30.70	2,034.70	2,131.65	2,234.81	2,342.95	2,456.05	4,408.52	5,321.44
B429	25.54	26.77	28.08	29.43	30.86	2,043.38	2,141.58	2,246.02	2,354.12	2,468.44	4,427.32	5,348.29
B430	25.67	26.89	28.20	29.57	31.00	2,053.31	2,151.50	2,255.94	2,365.28	2,479.66	4,448.84	5,372.60
B431 B432	25.78 25.90	27.02 27.16	28.32 28.46	29.71 29.85	31.12 31.28	2,062.03 2,071.99	2,161.47 2,172.64	2,265.86 2,277.09	2,376.49 2,387.67	2,489.59 2,502.05	4,467.73 4,489.31	5,394.11 5,421.11
B432	26.01	27.10	28.59	29.83	31.43	2,071.99	2,172.64	2,277.09	2,398.86	2,502.05	4,469.31	5,447.98
B434	26.13	27.41	28.73	30.13	31.57	2,080.69	2,192.56	2,298.20	2,410.06	2,525.66	4,529.63	5,472.26
B435	26.26	27.53	28.87	30.13	31.73	2,100.56	2,202.50	2,309.37	2,421.23	2,538.11	4,551.21	5,499.24
B436	26.40	27.67	29.02	30.42	31.88	2,111.74	2,213.68	2,321.82	2,433.65	2,550.52	4,575.44	5,526.13
B437	26.52	27.81	29.15	30.56	32.04	2,121.68	2,224.87	2,331.73	2,444.83	2,562.93	4,596.97	5,553.02
B438	26.65	27.94	29.29	30.70	32.18	2,131.65	2,234.81	2,342.95	2,456.05	2,574.11	4,618.58	5,577.24
B439	26.77	28.08	29.43	30.86	32.35	2,141.58	2,246.02	2,354.12	2,468.44	2,587.80	4,640.09	5,606.90
B440	26.89	28.20	29.57	31.00	32.50	2,151.50	2,255.94	2,365.28	2,479.66	2,600.20	4,661.58	5,633.77
B441	27.02	28.32	29.71	31.12	32.63	2,161.47	2,265.86	2,376.49	2,489.59	2,610.15	4,683.19	5,655.33
B442	27.16	28.46	29.85	31.28	32.80	2,172.64	2,277.09	2,387.67	2,502.05	2,623.82	4,707.39	5,684.94
B443	27.28	28.59	29.99	31.43	32.94	2,182.58	2,287.01	2,398.86	2,514.45	2,635.04	4,728.92	5,709.25
B444	27.41	28.73	30.13	31.57	33.11	2,192.56	2,298.20	2,410.06	2,525.66	2,648.68	4,750.55	5,738.81
B445	27.53	28.87	30.27	31.73	33.26	2,202.50	2,309.37	2,421.23	2,538.11	2,661.13	4,772.08	5,765.78
B446	27.67	29.02	30.42	31.88	33.42	2,213.68	2,321.82	2,433.65	2,550.52	2,673.56	4,796.31	5,792.71
B447	27.81	29.15	30.56	32.04	33.57	2,224.87	2,331.73	2,444.83	2,562.93	2,685.98	4,820.55	5,819.62
B448	27.94	29.29	30.70	32.18	33.75	2,234.81	2,342.95	2,456.05	2,574.11	2,699.67	4,842.09	5,849.29
B449	28.08	29.43	30.86	32.35	33.90	2,246.02	2,354.12	2,468.44	2,587.80	2,712.09	4,866.38	5,876.20
B450	28.20	29.57	31.00	32.50	34.06	2,255.94	2,365.28	2,479.66	2,600.20	2,724.53	4,887.87	5,903.15
B451	28.32	29.71	31.12	32.63	34.21	2,265.86	2,376.49	2,489.59	2,610.15	2,736.93	4,909.36	5,930.02
B452	28.46	29.85	31.28	32.80	34.38	2,277.09	2,387.67	2,502.05	2,623.82	2,750.63	4,933.70	5,959.70
B453	28.59	29.99	31.43	32.94	34.55	2,287.01	2,398.86	2,514.45	2,635.04	2,764.32	4,955.19	5,989.36
B454 B455	28.73 28.87	30.13	31.57 31.73	33.11 33.26	34.71 34.86	2,298.20 2,309.37	2,410.06 2,421.23	2,525.66 2,538.11	2,648.68 2,661.13	2,776.71 2,789.13	4,979.43 5,003.64	6,016.21 6,043.12
D400	20.07	30.27	31.73	JJ.20	34.00	2,309.37	2,421.23	۷,556.11	2,001.13	۷,109.13	5,005.04	0,043.12

		Н	ourly Rat	tes			Bi	-Weekly Ra	ites		Month	ly Rates
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
B456	29.02	30.42	31.88	33.42	35.05	2,321.82	2,433.65	2,550.52	2,673.56	2,804.04	5,030.61	6,075.42
B457	29.15	30.56	32.04	33.57	35.22	2,331.73	2,444.83	2,562.93	2,685.98	2,817.73	5,052.08	6,105.08
B458	29.29	30.70	32.18	33.75	35.39	2,342.95	2,456.05	2,574.11	2,699.67	2,831.40	5,076.39	6,134.70
B459	29.43	30.86	32.35	33.90	35.56	2,354.12	2,468.44	2,587.80	2,712.09	2,845.09	5,100.59	6,164.36
B460	29.57	31.00	32.50	34.06	35.73	2,365.28	2,479.66	2,600.20	2,724.53	2,858.76	5,124.77	6,193.98
B461	29.71	31.12	32.63	34.21	35.89	2,376.49	2,489.59	2,610.15	2,736.93	2,871.16	5,149.06	6,220.85
B462	29.85	31.28	32.80	34.38	36.06	2,387.67	2,502.05	2,623.82	2,750.63	2,884.87	5,173.29	6,250.55
B463	29.99	31.43	32.94	34.55	36.23	2,398.86	2,514.45	2,635.04	2,764.32	2,898.53	5,197.53	6,280.15
B464	30.13	31.57	33.11	34.71	36.40	2,410.06	2,525.66	2,648.68	2,776.71	2,912.19	5,221.80	6,309.75
B465	30.27	31.73	33.26	34.86	36.59	2,421.23	2,538.11	2,661.13	2,789.13	2,927.12	5,246.00	6,342.09
B466	30.42	31.88	33.42	35.05	36.78	2,433.65	2,550.52	2,673.56	2,804.04	2,942.02	5,272.91	6,374.38
B467	30.56	32.04	33.57	35.22	36.95	2,444.83	2,562.93	2,685.98	2,817.73	2,955.70	5,297.13	6,404.02
B468	30.70	32.18	33.75	35.39	37.13	2,456.05	2,574.11	2,699.67	2,831.40	2,970.62	5,321.44	6,436.34
B469	30.86	32.35	33.90	35.56	37.30	2,468.44	2,587.80	2,712.09	2,845.09	2,984.27	5,348.29	6,465.92
B470	31.00	32.50	34.06	35.73	37.47	2,479.66	2,600.20	2,724.53	2,858.76	2,997.96	5,372.60	6,495.58
B471	31.12	32.63	34.21	35.89	37.66	2,489.59	2,610.15	2,736.93	2,871.16	3,012.90	5,394.11	6,527.95
B472	31.28	32.80	34.38	36.06	37.83	2,502.05	2,623.82	2,750.63	2,884.87	3,026.56	5,421.11	6,557.55
B473	31.43	32.94	34.55	36.23	38.02	2,514.45	2,635.04	2,764.32	2,898.53	3,041.46	5,447.98	6,589.83
B474	31.57	33.11	34.71	36.40	38.20	2,525.66	2,648.68	2,776.71	2,912.19	3,056.38	5,472.26	6,622.16
B475	31.73	33.26	34.86	36.59	38.38	2,538.11	2,661.13	2,789.13	2,927.12	3,070.06	5,499.24	6,651.80
B476	31.88	33.42	35.05	36.78	38.58	2,550.52	2,673.56	2,804.04	2,942.02	3,086.21	5,526.13	6,686.79
B477	32.04	33.57	35.22	36.95	38.76	2,562.93	2,685.98	2,817.73	2,955.70	3,101.13	5,553.02	6,719.12
B478	32.18	33.75	35.39	37.13	38.93	2,574.11	2,699.67	2,831.40	2,970.62	3,114.79	5,577.24	6,748.71
B479	32.35	33.90	35.56	37.30	39.14	2,587.80	2,712.09 2,724.53	2,845.09	2,984.27	3,130.98	5,606.90	6,783.79
B480 B481	32.50 32.63	34.06 34.21	35.73 35.89	37.47 37.66	39.31 39.49	2,600.20 2,610.15	2,724.53	2,858.76 2,871.16	2,997.96 3,012.90	3,144.66 3,159.53	5,633.77 5,655.33	6,813.43 6,845.65
B482	32.80	34.38	36.06	37.83	39.49	2,623.82	2,750.93	2,884.87	3,026.56	3,174.48	5,684.94	6,878.04
B483	32.94	34.55	36.23	38.02	39.87	2,635.04	2,764.32	2,898.53	3,020.36	3,174.46	5,709.25	6,910.28
B484	33.11	34.71	36.40	38.20	40.07	2,648.68	2,776.71	2,898.33	3,056.38	3,205.54	5,738.81	6,945.34
B485	33.26	34.86	36.59	38.38	40.26	2,661.13	2,789.13	2,927.12	3,070.06	3,220.44	5,765.78	6,977.62
B486	33.42	35.05	36.78	38.58	40.46	2,673.56	2,804.04	2,942.02	3,086.21	3,236.63	5,792.71	7,012.70
B487	33.57	35.22	36.95	38.76	40.64	2,685.98	2,817.73	2,955.70	3,101.13	3,251.51	5,819.62	7,044.94
B488	33.75	35.39	37.13	38.93	40.85	2,699.67	2,831.40	2,970.62	3,114.79	3,267.69	5,849.29	7,080.00
B489	33.90	35.56	37.30	39.14	41.03	2,712.09	2,845.09	2,984.27	3,130.98	3,282.59	5,876.20	7,112.28
B490	34.06	35.73	37.47	39.31	41.23	2,724.53	2,858.76	2,997.96	3,144.66	3,298.76	5,903.15	7,147.31
B491	34.21	35.89	37.66	39.49	41.42	2,736.93	2,871.16	3,012.90	3,159.53	3,313.66	5,930.02	7,179.60
B492	34.38	36.06	37.83	39.68	41.61	2,750.63	2,884.87	3,026.56	3,174.48	3,328.56	5,959.70	7,211.88
B493	34.55	36.23	38.02	39.87	41.81	2,764.32	2,898.53	3,041.46	3,189.36	3,344.74	5,989.36	7,246.94
B494	34.71	36.40	38.20	40.07	42.01	2,776.71	2,912.19	3,056.38	3,205.54	3,360.91	6,016.21	7,281.97
B495	34.86	36.59	38.38	40.26	42.21	2,789.13	2,927.12	3,070.06	3,220.44	3,377.05	6,043.12	7,316.94
B496	35.05	36.78	38.58	40.46	42.42	2,804.04	2,942.02	3,086.21	3,236.63	3,393.24	6,075.42	7,352.02
B497	35.22	36.95	38.76	40.64	42.62	2,817.73	2,955.70	3,101.13	3,251.51	3,409.36	6,105.08	7,386.95
B498	35.39	37.13	38.93	40.85	42.82	2,831.40	2,970.62	3,114.79	3,267.69	3,425.53	6,134.70	7,421.98
B499	35.56	37.30	39.14	41.03	43.04	2,845.09	2,984.27	3,130.98	3,282.59	3,442.91	6,164.36	7,459.64
B500	35.73	37.47	39.31	41.23	43.24	2,858.76	2,997.96	3,144.66	3,298.76	3,459.10	6,193.98	7,494.72

		Н	ourly Rat	es			Bi	-Weekly Ra	ites		Month	ly Rates
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
B501	35.89	37.66	39.49	41.42	43.43	2,871.16	3,012.90	3,159.53	3,313.66	3,474.02	6,220.85	7,527.04
B502	36.06	37.83	39.68	41.61	43.64	2,884.87	3,026.56	3,174.48	3,328.56	3,491.40	6,250.55	7,564.70
B503	36.23	38.02	39.87	41.81	43.84	2,898.53	3,041.46	3,189.36	3,344.74	3,507.58	6,280.15	7,599.76
B504	36.40	38.20	40.07	42.01	44.05	2,912.19	3,056.38	3,205.54	3,360.91	3,523.74	6,309.75	7,634.77
B505	36.59	38.38	40.26	42.21	44.26	2,927.12	3,070.06	3,220.44	3,377.05	3,541.15	6,342.09	7,672.49
B506	36.78	38.58	40.46	42.42	44.48	2,942.02	3,086.21	3,236.63	3,393.24	3,558.53	6,374.38	7,710.15
B507	36.95	38.76	40.64	42.62	44.70	2,955.70	3,101.13	3,251.51	3,409.36	3,575.93	6,404.02	7,747.85
B508	37.13	38.93	40.85	42.82	44.92	2,970.62	3,114.79	3,267.69	3,425.53	3,593.34	6,436.34	7,785.57
B509	37.30	39.14	41.03	43.04	45.13	2,984.27	3,130.98	3,282.59	3,442.91	3,610.73	6,465.92	7,823.25
B510 B511	37.47 37.66	39.31 39.49	41.23 41.42	43.24	45.35	2,997.96 3,012.90	3,144.66 3,159.53	3,298.76 3,313.66	3,459.10 3,474.02	3,628.12	6,495.58 6,527.95	7,860.93 7,896.01
B511	37.83	39.49	41.42	43.43 43.64	45.55 45.77	3,012.90	3,174.48	3,328.56	3,474.02	3,644.31 3,661.70	6,557.55	7,896.01
B512	38.02	39.87	41.81	43.84	45.77	3,041.46	3,174.46	3,344.74	3,507.58	3,679.07	6,589.83	7,933.00
B514	38.20	40.07	42.01	44.05	46.21	3,056.38	3,205.54	3,360.91	3,523.74	3,696.50	6,622.16	8,009.08
B515	38.38	40.26	42.21	44.26	46.44	3,070.06	3,220.44	3,377.05	3,541.15	3,715.13	6,651.80	8,049.45
B516	38.58	40.46	42.42	44.48	46.67	3,086.21	3,236.63	3,393.24	3,558.53	3,733.79	6,686.79	8,089.88
B517	38.76	40.64	42.62	44.70	46.89	3,101.13	3,251.51	3,409.36	3,575.93	3,751.14	6,719.12	8,127.47
B518	38.93	40.85	42.82	44.92	47.11	3,114.79	3,267.69	3,425.53	3,593.34	3,768.61	6,748.71	8,165.32
B519	39.14	41.03	43.04	45.13	47.34	3,130.98	3,282.59	3,442.91	3,610.73	3,787.20	6,783.79	8,205.60
B520	39.31	41.23	43.24	45.35	47.57	3,144.66	3,298.76	3,459.10	3,628.12	3,805.87	6,813.43	8,246.05
B521	39.49	41.42	43.43	45.55	47.78	3,159.53	3,313.66	3,474.02	3,644.31	3,822.01	6,845.65	8,281.02
B522	39.68	41.61	43.64	45.77	48.01	3,174.48	3,328.56	3,491.40	3,661.70	3,840.69	6,878.04	8,321.50
B523	39.87	41.81	43.84	45.99	48.23	3,189.36	3,344.74	3,507.58	3,679.07	3,858.08	6,910.28	8,359.17
B524	40.07	42.01	44.05	46.21	48.46	3,205.54	3,360.91	3,523.74	3,696.50	3,876.72	6,945.34	8,399.56
B525	40.26	42.21	44.26	46.44	48.71	3,220.44	3,377.05	3,541.15	3,715.13	3,896.60	6,977.62	8,442.63
B526	40.46	42.42	44.48	46.67	48.96	3,236.63	3,393.24	3,558.53	3,733.79	3,916.47	7,012.70	8,485.69
B527	40.64	42.62	44.70	46.89	49.19	3,251.51	3,409.36	3,575.93	3,751.14	3,935.12	7,044.94	8,526.09
B528	40.85	42.82	44.92	47.11	49.42	3,267.69	3,425.53	3,593.34	3,768.61	3,953.77	7,080.00	8,566.50
B529 B530	41.03 41.23	43.04	45.13	47.34	49.66	3,282.59	3,442.91	3,610.73	3,787.20	3,972.44	7,112.28	8,606.95
B530	41.42	43.24 43.43	45.35 45.55	47.57 47.78	49.89 50.12	3,298.76 3,313.66	3,459.10 3,474.02	3,628.12 3,644.31	3,805.87 3,822.01	3,991.06 4,009.72	7,147.31 7,179.60	8,647.30 8,687.73
B532	41.42	43.43	45.77	48.01	50.12	3,328.56	3,474.02	3,661.70	3,840.69	4,009.72	7,179.60	8,730.84
B533	41.81	43.84	45.99	48.23	50.60	3,344.74	3,507.58	3,679.07	3,858.08	4,048.23	7,246.94	8,771.17
B534	42.01	44.05	46.21	48.46	50.84	3,360.91	3,523.74	3,696.50	3,876.72	4,066.90	7,281.97	8,811.62
B535	42.21	44.26	46.44	48.71	51.08	3,377.05	3,541.15	3,715.13	3,896.60	4,086.76	7,316.94	8,854.65
B536	42.42	44.48	46.67	48.96	51.35	3,393.24	3,558.53	3,733.79	3,916.47	4,107.92	7,352.02	8,900.49
B537	42.62	44.70	46.89	49.19	51.60	3,409.36	3,575.93	3,751.14	3,935.12	4,127.81	7,386.95	8,943.59
B538	42.82	44.92	47.11	49.42	51.85	3,425.53	3,593.34	3,768.61	3,953.77	4,147.70	7,421.98	8,986.68
B539	43.04	45.13	47.34	49.66	52.09	3,442.91	3,610.73	3,787.20	3,972.44	4,167.55	7,459.64	9,029.69
B540	43.24	45.35	47.57	49.89	52.34	3,459.10	3,628.12	3,805.87	3,991.06	4,187.46	7,494.72	9,072.83
B541	43.43	45.55	47.78	50.12	52.59	3,474.02	3,644.31	3,822.01	4,009.72	4,207.34	7,527.04	9,115.90
B542	43.64	45.77	48.01	50.37	52.84	3,491.40	3,661.70	3,840.69	4,029.62	4,227.20	7,564.70	9,158.93
B543	43.84	45.99	48.23	50.60	53.09	3,507.58	3,679.07	3,858.08	4,048.23	4,247.13	7,599.76	9,202.12
B544	44.05	46.21	48.46	50.84	53.35	3,523.74	3,696.50	3,876.72	4,066.90	4,268.26	7,634.77	9,247.90
B545	44.26	46.44	48.71	51.08	53.60	3,541.15	3,715.13	3,896.60	4,086.76	4,288.12	7,672.49	9,290.93

		Н	ourly Rat	es			Bi	-Weekly Ra	ites		Month	ly Rates
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
B546	44.48	46.67	48.96	51.35	53.88	3,558.53	3,733.79	3,916.47	4,107.92	4,310.51	7,710.15	9,339.44
B547	44.70	46.89	49.19	51.60	54.13	3,575.93	3,751.14	3,935.12	4,127.81	4,330.40	7,747.85	9,382.53
B548	44.92	47.11	49.42	51.85	54.38	3,593.34	3,768.61	3,953.77	4,147.70	4,350.28	7,785.57	9,425.61
B549	45.13	47.34	49.66	52.09	54.66	3,610.73	3,787.20	3,972.44	4,167.55	4,372.64	7,823.25	9,474.05
B550	45.35	47.57	49.89	52.34	54.92	3,628.12	3,805.87	3,991.06	4,187.46	4,393.77	7,860.93	9,519.84
B551	45.55	47.78	50.12	52.59	55.17	3,644.31	3,822.01	4,009.72	4,207.34	4,413.66	7,896.01	9,562.93
B552	45.77	48.01	50.37	52.84	55.43	3,661.70	3,840.69	4,029.62	4,227.20	4,434.79	7,933.68	9,608.71
B553	45.99	48.23	50.60	53.09	55.71	3,679.07	3,858.08	4,048.23	4,247.13	4,457.16	7,971.32	9,657.18
B554	46.21	48.46	50.84	53.35	55.98	3,696.50	3,876.72	4,066.90	4,268.26	4,478.30	8,009.08	9,702.98
B555	46.44	48.71	51.08	53.60	56.24	3,715.13	3,896.60	4,086.76	4,288.12	4,499.44	8,049.45	9,748.79
B556	46.67	48.96	51.35	53.88	56.54	3,733.79	3,916.47	4,107.92	4,310.51	4,523.07	8,089.88	9,799.99
B557	46.89	49.19	51.60	54.13	56.82	3,751.14	3,935.12	4,127.81	4,330.40	4,545.42	8,127.47	9,848.41
B558	47.11	49.42	51.85	54.38	57.08	3,768.61	3,953.77	4,147.70	4,350.28	4,566.56	8,165.32	9,894.21
B559	47.34	49.66	52.09	54.66	57.36	3,787.20	3,972.44	4,167.55	4,372.64	4,588.93	8,205.60	9,942.68
B560	47.57	49.89	52.34	54.92	57.64	3,805.87	3,991.06	4,187.46	4,393.77	4,611.29	8,246.05	9,991.13
B561	47.78	50.12	52.59	55.17	57.89	3,822.01	4,009.72	4,207.34	4,413.66	4,631.18	8,281.02	10,034.22
B562	48.01	50.37	52.84	55.43	58.17	3,840.69	4,029.62	4,227.20	4,434.79	4,653.54	8,321.50	10,082.67
B563	48.23	50.60	53.09	55.71	58.45	3,858.08	4,048.23	4,247.13	4,457.16	4,675.92	8,359.17	10,131.16
B564	48.46	50.84	53.35	55.98	58.74	3,876.72	4,066.90	4,268.26	4,478.30	4,699.56	8,399.56	10,182.38
B565	48.71	51.08	53.60	56.24	59.01	3,896.60	4,086.76	4,288.12	4,499.44	4,720.66	8,442.63	10,228.10
B566	48.96	51.35	53.88	56.54	59.32	3,916.47	4,107.92	4,310.51	4,523.07	4,745.52	8,485.69	10,281.96
B567	49.19	51.60	54.13	56.82	59.60	3,935.12	4,127.81	4,330.40	4,545.42	4,767.90	8,526.09	10,330.45
B568	49.42	51.85	54.38	57.08	59.89	3,953.77	4,147.70	4,350.28	4,566.56	4,791.53	8,566.50	10,381.65
B569	49.66	52.09	54.66	57.36	60.19	3,972.44	4,167.55	4,372.64	4,588.93	4,815.15	8,606.95	10,432.83
B570	49.89	52.34	54.92	57.64	60.47	3,991.06	4,187.46	4,393.77	4,611.29	4,837.50	8,647.30	10,481.25
B571	50.12	52.59	55.17	57.89	60.75	4,009.72	4,207.34	4,413.66	4,631.18	4,859.88	8,687.73	10,529.74
B572	50.37	52.84	55.43	58.17	61.04	4,029.62	4,227.20	4,434.79	4,653.54	4,883.51	8,730.84	10,580.94
B573	50.60	53.09	55.71	58.45	61.32	4,048.23	4,247.13	4,457.16	4,675.92	4,905.86	8,771.17	10,629.36
B574	50.84	53.35	55.98	58.74	61.62	4,066.90	4,268.26	4,478.30	4,699.56	4,929.50	8,811.62	10,680.58

JUNE 23, 1994 3 * ;

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

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

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

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

Specific provisions were included in the legislation to protect the benefits of County employees who on specified dates, terminate their employment and immediately thereafter become employees of the District. The legislation provides that these employees shall transfer to the District all of their accrued and unused vacation, sick leave, personal leave, compensatory time off and STO balances and days of accrued service. Those employees who are now covered by a County pension plan also would be covered by a District pension plan which provides no lesser rights, obligations and benefits. The District will assume and observe all applicable labor agreement provisions, including wages, for the above County employees until these agreements expire or are superseded by successor labor agreements. In addition, the legislation provides, to the extent permitted by law, that the District shall grant recognition to the County's recognized employee organizations which represented the transferred County employees. employee organizations without representation

ADDITIONAL TRANSITION PROVISIONS

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

<u>Term</u>

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

Layoff Rights

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

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

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

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

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

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

Promotions/Transfers .

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

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

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

Loss of Lavoff Protection

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

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

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

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

and the mark the set Initial Transition

District positions will be offered to employees currently assigned to the specific code supporting Transft District functions except in the following instances: **文下,整位在《大学的》,然后的科学的文学**

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

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

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

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

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

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

Dated: <u>8/4/9</u>

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

On Behalf of the Union:

Donna Dothande Defor

10- r. W

Mailgra Whith

Mehal Rano

Steve System

Sull Leng

Joanne Smith

Orhan Club

Ray Bress

SIDELETTER OF AGREEMENT JOINT MANAGEMENT/LABOR BENEFITS COMMITTEE

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

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

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

DATED: _ 8/25/99	
021	
Kaye Li Eville (1)	Marlymun Snith
Toler & Bacolar	Marilynn Smith Balmmy Ohano Ca
Robert Escobar	Taminy Dhanota
Jerry Rosendist	Kon Franken
a-C. Vinicher	Ron Franken D
Anne-Catherine Vinickas	JimiRoss
Bonald Estuaria	Bun Shill
Royald Fuqua	Russ Shields
Cheugh de Sier	Mary Pall
Cheryl de Gier	Maria Valero
KUMINAY	
Donna Young	anymore
Donna Young Tina Triluch	

Section 13.2 (a) -Medical Coverage

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

The parties agree that:

Except as noted below, VTA will provide the Kaiser \$5/\$5/\$50 plan.

• The parties understand that the Kaiser \$5/\$5/\$50 plan will be amended from time to time by Kaiser.

• Should Kaiser cease to offer the Kaiser \$5/\$5/\$50 plan, the parties shall meet and negotiate a replacement plan. VTA, however, will not be required to provide a customized plan.

• Disputes relative to this Sideletter of Agreement are not subject to arbitration.

FOR VTA:

FOR SEIU, Local 715:

Kaye L. Evleth

Roy Barbara Williams

Manilynn W. Smith

Marilynn W. Smith



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

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

VTA and SEIU, Local 715 agree that:

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

For Santa Clara Valley

Transportation Authority:

For SEIU, Local 715:

Vacancy and Staffing Levels

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

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

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

DATED: June 27, 2006	
FOR YTA:	FOR SEIU, Local 715:
Robert L. Escobar	Marilynn M Snith
Shellie Albright (Gwene L. Haywood
Kimberly Koenig	James P. Ross
Heidi Samuels	Maria Valero
Dalene J. Turner	Buth a Jagrawall
alkuh	Ruth Farnsworth
Cassandra Leventon	Ronald Roberts
	Travis Weeks

Yard Rotation Committee

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

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

DATED: June 27, 7000	
FOR VTA:	FOR SEIU, Local 715:
Robert L. Escobar	Warlynn M. Smith
Shellie Albright	Gyene L. Haywood
Kimberly Konig	James P. Ross
Heidi Samuel	Maria Valero
Dalene J. Turner	Ruth a. Janusworth
Cassandra Leventon	Ronald Roberts
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4/10 Hour Workdays for Signal Maintainers and Bus Stop Maintenance

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

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

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

DATED: June 27, 2006	
FOR VTA:	FOR SEIU, Local 715:
Robert L. Escobar	Marilynn M. Smith
Shellie Albright	Gwene L. Haywood
Kimberly Koenig	James P. Ross
Heidi Samuels	Maria Valero
Dalene J. Turner	Kuth G Sandyverth
Cassandra Leventon	Ronald Roberts
	Travis Weeks

Recruitment and Retention Realignments

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

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

Class Code	Class Title	Old Range	New Range
M40	Light Rail Signal Maintainer	B517	B537
Т9Н	Senior Signal Maintainer	B537	B557
T2J	Bus Stop Maintenance Worker	B421	B426

Mid-Contract Salary Review

The Sideletter of Agreement between the Santa Clara Valley Transportation

Authority and the Service Employees International Union, Local 521, clarifies the parties' understanding concerning the Mid-Contract Salary Review.

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

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

Salary Realignments for Vault Room Workers

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

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

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

New Office & Timekeeping Technician (OTT) Position

This Sideletter of Agreement between the Santa Clara Valley Transportation

Authority and the Service Employees International Union, Local 521, clarifies the parties' understanding concerning the establishment of a new classification: Office & Timekeeping Technician.

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

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

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

Hay Group Classification and Compensation Study

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

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

Salary Realignments for SEIU Classifications

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

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

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

JANUARY	FEBRUARY	MARCH	APRIL
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
28 29 30 31 1 2 3	1 2 3 4 5 6 7	1 2 3 4 5 6 7	29 30 31 1 2 3 4
4 5 6 7 8 9 10	8 9 10 11 12 13 14	8 9 10 11 12 13 14	5 6 7 8 9 10 11
11 12 13 14 15 16 17	15 16 17 18 19 20 21	15 16 17 18 19 20 21	12 13 14 15 16 17 18
18 19 20 21 22 23 24	22 23 24 25 26 27 28	22 23 24 25 26 27 28	19 20 21 22 23 24 25
25 26 27 28 29 30 31	1 2 3 4 5 6 7	29 30 31 1 2 3 4	26 27 28 29 30 1 2
1 2 3 4 5 6 7	8 9 10 11 12 13 14	5 6 7 8 9 10 11	3 4 5 6 7 8 9
MAY	JUNE	JULY	AUGUST
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
26 27 28 29 30 1 2	31 1 2 3 4 5 6	28 29 30 1 2 3 4	26 27 28 29 30 31 1
3 4 5 6 7 8 9	7 8 9 10 11 12 13	5 6 7 8 9 10 11	2 3 4 5 6 7 8
10 11 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18	9 10 11 12 13 14 15
17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25	16 17 18 19 20 21 22
24 25 26 27 28 29 30	28 29 30 1 2 3 4	26 27 28 29 30 31 1	23 24 25 26 27 28 29
31 1 2 3 4 5 6	5 6 7 8 9 10 11	2 3 4 5 6 7 8	30 31 1 2 3 4 5
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
30 31 1 2 3 4 5	27 28 29 30 1 2 3	1 2 3 4 5 6 7	29 30 1 2 3 4 5
6 7 8 9 10 11 12	4 5 6 7 8 9 10	8 9 10 11 12 13 14	6 7 8 9 10 11 12
13 14 15 16 17 18 19	11 12 13 14 15 16 17	15 16 17 18 19 20 21	13 14 15 16 17 18 19
20 21 22 23 24 25 26	18 19 20 21 22 23 24	22 23 24 25 26 27 28	20 21 22 23 24 25 26
27 28 29 30 1 2 3	25 26 27 28 29 30 31	29 30 1 2 3 4 5	27 28 29 30 31 1 2
4 5 6 7 8 9 10	1 2 3 4 5 6 7	6 7 8 9 10 11 12	3 4 5 6 7 8 9

JANUARY	FEBRUARY	MARCH	APRIL
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
27 28 29 30 31 1 2	31 1 2 3 4 5 6	28 29 1 2 3 4 5	27 28 29 30 31 1 2
3 4 5 6 7 8 9	7 8 9 10 11 12 13	6 7 8 9 10 11 12	3 4 5 6 7 8 9
10 11 12 13 14 15 16	14 15 16 17 18 19 20	13 14 15 16 17 18 19	10 11 12 13 14 15 16
17 18 19 20 21 22 23	21 22 23 24 25 26 27	20 21 22 23 24 25 26	17 18 19 20 21 22 23
24 25 26 27 28 29 30	28 29 1 2 3 4 5	27 28 29 30 31 1 2	24 25 26 27 28 29 30
31 1 2 3 4 5 6	6 7 8 9 10 11 12	3 4 5 6 7 8 9	1 2 3 4 5 6 7
MAY	JUNE	JULY	AUGUST
			S M T W T F S
1 2 3 4 5 6 7		26 27 28 29 30 1 2	
8 9 10 11 12 13 14	5 6 7 8 9 10 11	3 4 5 6 7 8 9	7 8 9 10 11 12 13
15 16 17 18 19 20 21	12 13 14 15 16 17 18	10 11 12 13 14 15 16	14 15 16 17 18 19 20
22 23 24 25 26 27 28	19 20 21 22 23 24 25	17 18 19 20 21 22 23	21 22 23 24 25 26 27
29 30 31 1 2 3 4	26 27 28 29 30 1 2	24 25 26 27 28 29 30	28 29 30 31 1 2 3
5 6 7 8 9 10 11	3 4 5 6 7 8 9	31 1 2 3 4 5 6	4 5 6 7 8 9 10
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
28 29 30 31 1 2 3	25 26 27 28 29 30 1	30 31 1 2 3 4 5	27 28 29 30 1 2 3
4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12	4 5 6 7 8 9 10
11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19	11 12 13 14 15 16 17
18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26	18 19 20 21 22 23 24
25 26 27 28 29 30 1	23 24 25 26 27 28 29	27 28 29 30 1 2 3	25 26 27 28 29 30 31
2 3 4 5 6 7 8	30 31 1 2 3 4 5	4 5 6 7 8 9 10	1 2 3 4 5 6 7

JANUARY	FEBRUARY	MARCH	APRIL
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7	29 30 31 1 2 3 4	26 27 28 1 2 3 4	26 27 28 29 30 31 1
8 9 10 11 12 13 14	5 6 7 8 9 10 11	5 6 7 8 9 10 11	2 3 4 5 6 7 8
15 16 17 18 19 20 21	12 13 14 15 16 17 18	12 13 14 15 16 17 18	9 10 11 12 13 14 15
22 23 24 25 26 27 28	19 20 21 22 23 24 25	19 20 21 22 23 24 25	16 17 18 19 20 21 22
29 30 31 1 2 3 4	26 27 28 1 2 3 4	26 27 28 29 30 31 1	23 24 25 26 27 28 29
5 6 7 8 9 10 11	5 6 7 8 9 10 11	2 3 4 5 6 7 8	30 1 2 3 4 5 6
MAY	JUNE	JULY	AUGUST
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
30 1 2 3 4 5 6	28 29 30 31 1 2 3	25 26 27 28 29 30 1	30 31 1 2 3 4 5
7 8 9 10 11 12 13	4 5 6 7 8 9 10	2 3 4 5 6 7 8	6 7 8 9 10 11 12
14 15 16 17 18 19 20	11 12 13 14 15 16 17	9 10 11 12 13 14 15	13 14 15 16 17 18 19
21 22 23 24 25 26 27	18 19 20 21 22 23 24	16 17 18 19 20 21 22	20 21 22 23 24 25 26
28 29 30 31 1 2 3	25 26 27 28 29 30 1	23 24 25 26 27 28 29	27 28 29 30 31 1 2
4 5 6 7 8 9 10	2 3 4 5 6 7 8	30 31 1 2 3 4 5	3 4 5 6 7 8 9
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
27 28 29 30 31 1 2	1 2 3 4 5 6 7	29 30 31 1 2 3 4	26 27 28 29 30 1 2
3 4 5 6 7 8 9	8 9 10 11 12 13 14	5 6 7 8 9 10 11	3 4 5 6 7 8 9
10 11 12 13 14 15 16	15 16 17 18 19 20 21	12 13 14 15 16 17 18	10 11 12 13 14 15 16
17 18 19 20 21 22 23	22 23 24 25 26 27 28	19 20 21 22 23 24 25	17 18 19 20 21 22 23
24 25 26 27 28 29 30	29 30 31 1 2 3 4	26 27 28 29 30 1 2	24 25 26 27 28 29 30
1 2 3 4 5 6 7	5 6 7 8 9 10 11	3 4 5 6 7 8 9	31 1 2 3 4 5 6

Holidays are in Bold and pay dates are shaded in gray.

At the time of printing, the dates for the 2017-2019 Holidays and pay dates have not been established.

JANUARY	FEBRUARY	MARCH	APRIL
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
31 1 2 3 4 5 6	28 29 30 31 1 2 3	25	1 2 3 4 5 6 7
7 8 9 10 11 12 13	4 5 6 7 8 9 10	4 5 6 7 8 9 10	8 9 10 11 12 13 14
14 15 16 17 18 19 20	11 12 13 14 15 16 17	11 12 13 14 15 16 17	15 16 17 18 19 20 21
21 22 23 24 25 26 27	18 19 20 21 22 23 24	18 19 20 21 22 23 24	22 23 24 25 26 27 28
28 29 30 31 1 2 3	25 26 27 28 1 2 3	25 26 27 28 29 30 31	29 30 1 2 3 4 5
4 5 6 7 8 9 10	4 5 6 7 8 9 10	1 2 3 4 5 6 7	6 7 8 9 10 11 12
MAY	JUNE	JULY	AUGUST
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
29 30 1 2 3 4 5	27 28 29 30 31 1 2	1 2 3 4 5 6 7	29 30 31 1 2 3 4
6 7 8 9 10 11 12	3 4 5 6 7 8 9	8 9 10 11 12 13 14	5 6 7 8 9 10 11
13 14 15 16 17 18 19	10 11 12 13 14 15 16	15 16 17 18 19 20 21	12 13 14 15 16 17 18
20 21 22 23 24 25 26	17 18 19 20 21 22 23	22 23 24 25 26 27 28	19 20 21 22 23 24 25
27 28 29 30 31 1 2	24 25 26 27 28 29 30	29 30 31 1 2 3 4	26 27 28 29 30 31 1
3 4 5 6 7 8 9	1 2 3 4 5 6 7	5 6 7 8 9 10 11	2 3 4 5 6 7 8
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
26 27 28 29 30 31 1	30 1 2 3 4 5 6	28 29 30 31 1 2 3	25 26 27 28 29 30 1
2 3 4 5 6 7 8	7 8 9 10 11 12 13	4 5 6 7 8 9 10	2 3 4 5 6 7 8
9 10 11 12 13 14 15	14 15 16 17 18 19 20	11 12 13 14 15 16 17	9 10 11 12 13 14 15
16 17 18 19 20 21 22	21 22 23 24 25 26 27	18 19 20 21 22 23 24	16 17 18 19 20 21 22
23 24 25 26 27 28 29	28 29 30 31 1 2 3	25 26 27 28 29 30 1	23 24 25 26 27 28 29
30 1 2 3 4 5 6	4 5 6 7 8 9 10	2 3 4 5 6 7 8	30 31 1 2 3 4 5

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JANUARY	FEBRUARY	MARCH	APRIL
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
30 31 1 2 3 4 5	27 28 29 30 31 1 2	24 25 26 27 28 1 2	31 1 2 3 4 5 6
6 7 8 9 10 11 12	3 4 5 6 7 8 9	3 4 5 6 7 8 9	7 8 9 10 11 12 13
13 14 15 16 17 18 19	10 11 12 13 14 15 16	10 11 12 13 14 15 16	14 15 16 17 18 19 20
20 21 22 23 24 25 26	17 18 19 20 21 22 23	17 18 19 20 21 22 23	21 22 23 24 25 26 27
27 28 29 30 31 1 2	24 25 26 27 28 1 2	24 25 26 27 28 29 30	28 29 30 1 2 3 4
3 4 5 6 7 8 9	3 4 5 6 7 8 9	31 1 2 3 4 5 6	5 6 7 8 9 10 11
MAY	JUNE	JULY	AUGUST
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
28 29 30 1 2 3 4	26 27 28 29 30 31 1	30 1 2 3 4 5 6	28 29 30 31 1 2 3
5 6 7 8 9 10 11	2 3 4 5 6 7 8	7 8 9 10 11 12 13	4 5 6 7 8 9 10
12 13 14 15 16 17 18	9 10 11 12 13 14 15	14 15 16 17 18 19 20	11 12 13 14 15 16 17
19 20 21 22 23 24 25	16 17 18 19 20 21 22	21 22 23 24 25 26 27	18 19 20 21 22 23 24
26 27 28 29 30 31 1	23 24 25 26 27 28 29	28 29 30 31 1 2 3	25 26 27 28 29 30 31
2 3 4 5 6 7 8	30 1 2 3 4 5 6	4 5 6 7 8 9 10	1 2 3 4 5 6 7
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7	29 30 1 2 3 4 5	27 28 29 30 31 1 2	1 2 3 4 5 6 7
8 9 10 11 12 13 14	6 7 8 9 10 11 12	3 4 5 6 7 8 9	8 9 10 11 12 13 14
15 16 17 18 19 20 21	13 14 15 16 17 18 19	10 11 12 13 14 15 16	15 16 17 18 19 20 21
22 23 24 25 26 27 28	20 21 22 23 24 25 26	17 18 19 20 21 22 23	22 23 24 25 26 27 28
29 30 1 2 3 4 5	27 28 29 30 31 1 2	24 25 26 27 28 29 30	29 30 31 1 2 3 4
6 7 8 9 10 11 12	3 4 5 6 7 8 9	1 2 3 4 5 6 7	5 6 7 8 9 10 11

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