

# **MEMORANDUM OF AGREEMENT**

**Between**

**Santa Clara Valley**

**Transportation Authority (VTA)**

**and**

**Transportation Authority Engineers and  
Architects Association (TAEA)/Local 21**

**July 1, 2016 – June 30, 2019**



**SANTA CLARA**

**Valley Transportation Authority**

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## **PREAMBLE**

This agreement, hereinafter referred to as the Agreement, entered into by the Santa Clara Valley Transportation Authority, hereinafter referred to as VTA, and the Transportation Authority Engineers and Architects Association (also known as TAEA), hereinafter referred to as the Association, has as its purpose the promotion of harmonious labor relations between VTA and Association, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

VTA and the Association 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.

This Agreement is the result of both parties meeting and discussing in good faith.

## **ARTICLE 1 - GENERAL PROVISIONS**

### **Section 1.1 - Discrimination Prohibited**

VTA and the Association agree that they shall not discriminate in any way on account of race, creed, color, religion, sex, national origin, political affiliation, age, physical disability, or sexual orientation except as provided by law. VTA agrees that no employee shall be discriminated against because of Association membership.

### **Section 1.2 – Agency Shop**

#### **a) Condition of Employment**

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

As a condition of employment, all employees who are or become covered by this contract on or after the effective date of the Agreement in a classification covered by this bargaining unit shall execute an authorization for the payroll deduction of one of the following: (1) Association 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.

Within five days of written notice from the Union that an employee is not a member or making the alternative payments, VTA shall discharge the employee, in accordance with applicable labor laws, including the Labor Management Relations Act of 1947, as amended.

b) Charity Fee Deduction

To qualify for deduction of the charity fee, the employee 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) Dues Deductions

VTA shall deduct, once each regular pay period, the amount of Association regular and periodic dues and insurance premiums as may be specified by the Association under the authority of an applicable authorization form signed and dated by the employee. Said deductions(s), together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Association designated officer according to VTA procedures.

Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of VTA and the Association, an employee may only revoke a dues authorization by delivering the notice of revocation to Payroll during the two-week period prior to the expiration of this Agreement. The revocation notice shall be delivered to Payroll either in person at the Payroll office or by depositing it in the U.S. Mail addressed to the VTA/Payroll, Office of the Attention: Dues Deduction. The VTA shall deliver a copy of the notices of revocation of dues deductions authorizations to the Association within two (2) weeks of receipt, and in accordance with VTA procedures. Should dues deductions be revoked an employee should make alternative payments in accordance with provisions of Section a) Conditions of Employment.

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

**Section 1.3 - Bulletin Board Space**

VTA shall provide reasonable space on bulletin boards for official Association notices in departments where the Association represents employees.

**Section 1.4 - Meeting Space**

VTA shall reasonably make available conference rooms and other meeting areas for the purpose of holding Association meetings during off duty time periods. The Association

shall provide timely advance notice of such meetings. The Association agrees to pay any additional costs of security, supervision, damage, and cleanup, and shall comply with VTA regulations for assignment and use of such facilities.

#### **Section 1.5 - Interoffice Mail Service**

The Association shall be allowed reasonable use of VTA interoffice mail service for distribution of non-controversial written material for the information of representatives and officers.

#### **Section 1.6 - Association Access to Work Locations**

Association officers and representatives shall be granted reasonable access to employee work locations, upon the consent of the Division head or his/her designated representative, for the purpose of contacting members concerning business within the scope of representation, provided such contact does not interfere with the employee's work. Solicitation for membership or other internal Association business shall not be conducted during work time.

#### **Section 1.7 - Representatives**

VTA and the Association agree that good labor relations are fostered and maintained through prompt, decisive and fair adjustment of individual grievances at the lowest possible administrative level.

- a) Number of Representatives - The Association will select three representatives from the represented Unit. The Association shall provide a current list of representatives, regularly updated, to VTA, showing employee name, classification, department, and work location. VTA shall provide the Association with a copy of its current administrative instructions (if any) recognizing representatives designated by the Association.
- b) Scope of Representation - An employee may be represented by an Association Representative at the appropriate step of the grievance procedure concerning a dispute as defined in Article 11, Section 11.1. An individual employee who is dissatisfied with their appraisal or quarterly progress summary may request a review from the next higher level of management. At this point, there shall be no further levels of review. Such right of representation does not include the initial discussion between the employee and the supervisor unless, however, there is just cause to believe that the initial discussion may result in disciplinary action against the employee.
- c) Representatives Time Off - A representative or Association Officer shall be allowed reasonable time off with pay for the purposes herein above defined, subject to the concurrence of his/her Division head or his/her designated representative. Such concurrence shall not be unreasonably withheld. Time off shall be prescheduled.

### **Section 1.8 - Negotiating Committee**

The committee authorized by the Association to consult, meet and confer, or negotiate collectively, shall consist of a reasonable number of representatives, no more than three of which may be paid VTA employees. Employee members of the committee will be paid by VTA for the time spent in negotiations with management, for straight time hours they would otherwise have worked on their regular work schedule. Meetings shall be held at a time and place mutually acceptable to all parties.

### **Section 1.9 - Employee Notification of Representation**

Employee transaction data currently available on the system shall, upon request, be forwarded to the Association no more than two times per contract year.

### **Section 1.10 - Distribution of Information**

- a) State of California Workers' Compensation Information – VTA shall distribute literature to each new employee clearly describing the rights and benefits of all represented employees under State of California Workers' Compensation laws.
- b) Association Information – VTA agrees to reasonably distribute to each new employee within the represented unit appropriate literature furnished by the Association and a copy of this Agreement.
- c) Printing of Agreement – VTA agrees to make available five copies of this Agreement for the Associations' use.

### **Section 1.11 - Recognition**

VTA recognizes Transportation Authority Engineers and Architects Association, or TAEA, as the exclusive bargaining representative for all classified employees in positions within the bargaining unit.

For the purpose of this Agreement, an employee shall be defined as a person employed in a position in the bargaining unit covered by this Agreement.

### **Section 1.12 - Americans with Disabilities Act**

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

## **ARTICLE 2 - PERSONNEL ACTIONS**

### **Section 2.1 - Probationary Period**

Each new employee shall serve a probationary period of 12 months. The 12 month probationary period shall be calculated by pay periods. An employee's probationary ending date shall be counted as 12 calendar months moved to the start of the next pay period. Upon successful completion of such probationary period, the employee shall be deemed a regular employee. A leave of absence without pay shall not be credited toward completion of the employee's probationary period.



### **Section 2.2 - Personnel Files**

- a) General Provision - An employee will be informed of and provided with a copy of all non-routine entries into his/her personnel file.
- b) Employee Right of Inspection - An employee shall be permitted at any time during regular office hours to inspect his/her personnel file. Should any copies of any material contained in the file be requested by the employee, the first copy of each item requested shall be furnished to the employee at no cost to the employee. The employee may also authorize, in writing, the Association representative to inspect his/her personnel file.
- c) Derogatory Material - Derogatory material over three years old may be removed from an employee's file, upon the employee's written request, provided that no additional derogatory material has been entered during the intervening three year period except those involving charges as listed in VTAs Personnel Policies and Procedures.

Suspensions of greater than five (5) days, demotions and dismissals which have become final shall not be removed from the personnel file. Suspensions of five (5) days or less will remain in the personnel file for two (2) years.
- d) Confidentiality - Materials in personnel files shall be regarded as confidential and disclosed only in accordance with provisions of law.

### **Section 2.3 - Disciplinary Action**

VTA may take disciplinary action for cause against any regular employee by suspension, demotion or discharge by notifying the employee 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. An employee who is to be terminated, shall be given either five days' notice of termination or five days' pay.

A disciplinary notice shall be included in the employee's personnel file and a copy sent to the Union in person or by regular mail and designated Union officer. The notice 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) Statement advising the employee of the right to appeal from such action and the right to Association representation.
- f) In cases of demotion, discharge, or suspension of five (5) days or more, the notice shall also include a statement of the employee's right to respond, either orally at a meeting requested by the employee, or in writing. The opportunity to respond shall normally take place within seven (7) working days following the initial notice of

intended action. The employee shall be served with notice of final action in person or by certified mail prior to the action becoming effective.

g) Appeal to arbitration

Appeals to arbitration must be made in writing to the Chief Administrative Officer or their designee within ten (10) working days from receipt of final action. As soon as possible, but not later than 30 working days after receipt of the request for arbitration, VTA and the Union shall meet to 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 arbitration shall be final and binding. The arbitrator's compensation and expenses shall be borne equally by VTA and the Association.

**Section 2.4 - Unfavorable Reports**

When necessary, an unfavorable report shall be prepared by the supervisor, and distributed as in Section 2.3 above. The factual content of unfavorable reports is grievable.

**Section 2.5 - Return to Former Class**

As an alternative to appointment from any employment list, any current regular employee, upon recommendation of the appointing authority and approval by the Chief Administrative Officer or designee, 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.

**Section 2.6 - Unclassified Appointment**

No employee, while holding a position in the unclassified service, shall be assigned to or occupy any classified position.

**Section 2.7 - Rights Upon Promotion or Transfer to Classified or Unclassified Service**

Any regular employee who receives a provisional or probationary promotion, or who transferred or promoted to a position in the unclassified service shall retain all rights and benefits as a regular employee 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 employee's former class in the event the layoff procedure is involved.

Any regular employee 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 2.8 – Performance Appraisal**

Within 180 days of the ratification by both parties of the new Agreement, VTA and TAEA shall meet to discuss and make a good faith effort to implement a performance appraisal for TAEA members.

## **ARTICLE 3 - PAY PRACTICES**

### **Section 3.1 - Salaries and Step Placement on Salary Range**

Step placement on the salary range, paragraphs a) through f) shall be in effect during the term of this Agreement.

Effective July 1, 2016, upon ratification by the Union membership and approval by the VTA Board of Directors, TAEA represented employees shall receive a 3.5% general wage increase.

In 2017, effective the first full pay period one year after the initial wage increase, TAEA represented employees shall receive a 4% general wage increase.

In 2018, effective the first full pay period one year after the subsequent wage increase, TAEA represented employees shall receive a 3% general wage increase.

- 1) Each employee shall be paid within the range for his/her class, according to the following provisions, unless otherwise provided by Section 8.3.
  - a) 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 Human Resources Manager may approve appointment at the second or third step, and with the approval of the Chief Administrative Officer, at the fourth or fifth step.
  - b) The second step shall be paid after the accumulation of six months of competent service at the first step.
  - c) The third step shall be paid after the accumulation of 12 months of competent service at the second step.
  - d) The fourth step shall be paid after the accumulation of 12 months of competent service at the third step.
  - e) The fifth step shall be paid after the accumulation of 12 months of competent service at the fourth step.
  - f) Salary adjustments shall be made on the first day of the pay period in which the required accumulation of months of competent service occurs.
- 2) VTA shall conduct salary reviews for the Associate level of each class series (e.g., Transportation Engineer, etc.) using the agencies and process identified in Appendix C of the current Agreement and the salary review reports shall be posted to TAEA 60 days prior to the expiration of this Agreement.

### **Section 3.2 - Effect of Promotion, Reclassification, Demotion or Transfer on Salaries**

An employee 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, an employee moving to a different class shall compete in the appropriate selection process.

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 position in one class to a position in another class with a lower salary range.
- a) Upon promotion, an employee's salary shall be adjusted as follows:
- 1) For a promotion of less than ten percent (10%), the salary shall be adjusted to the step in the new range which provides for a corresponding percentage increase salary.
  - 2) For a promotion of ten percent (10%) or more, the salary shall be adjusted to the step in the new range which provides for ten percent (10%) increase in salary, or to the first step in the new range, whichever is greater.
- b) Notwithstanding the provisions of Section 3.1, upon demotion of an employee 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) Reclassification Review Requests:

Should an employee believe that they are performing work that is beyond the scope of their current classification and such work has been performed for a period not less than four (4) months, he/she may request a reclassification review by his/her department management. The department management will review the documentation provided by employee for accuracy and at the discretion of management, submit their recommendation to the Human Resources Department within 30 days from the submission by the employee. The Human Resources Manager or their designee will review the request and make a determination in writing which will be provided to the employee, union officer and union representative whether to support or deny the request no later than four (4) months from the date of submission by the employee's Department Manager.

#### Appeal Rights:

If the request is denied and the employee is dissatisfied with Human Resources Department's written decision the employee may submit a written request to appeal the decision within five (5) working days from the receipt of the Human Resource Department's decision to the Deputy Director of Administrative Services. The Deputy Director's, or their designee, written decision shall be final and binding and be rendered to the employee not later than 30 days from the date the appeal is submitted. Should the reclassification be granted/approved, management retains the option to return the employee to their former classification and withdraw the higher level duties. There will be no retroactive pay. Should management decide to promote the employee, the employee shall serve the appropriate probationary period

commencing on the start date of the new promotion. Movement to the appropriate class shall take place on the first pay period following final approval.

- d) Upon lateral transfer, the salary shall remain unchanged.
- e) Notwithstanding the provisions of Section 3.1, no salary adjustment upon promotion, demotion, or transfer shall effect a loss of time acquired in the former salary step, and such time as was acquired in the former salary step shall be included in computing the accumulation of the required months of service for eligibility of the employee for future step increases.
- f) In the event of a voluntary demotion required by a work-connected illness or injury and a resulting disability, 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 voluntary 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 ten percent 10% below his/her salary as of the time of injury.

### **Section 3.3 - Part-Time Salaries and Benefits**

- a) The salary ranges provided in Appendix A and B 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 - Employees filling half-time positions shall receive all other benefits of this Agreement except for the benefit package of the health, dental and life insurance. If the employee elects to be covered by the VTA provided benefit package of the health, dental or life insurance plans, the employee shall authorize a payroll deduction for one-half of VTA's contribution to such plans.

### **Section 3.4 – Work Out Of Class (WOOC)**

Employees within the bargaining unit will receive compensation for additional higher level duties assigned and performed during the temporary absence of an incumbent in a higher class. Such payment will be made consistent with the promotional pay procedures under VTA's Policies and Procedures and will only apply where the assignment is made for a period of 6 consecutive working days or more (including holidays). When such pay for higher level duties is appropriate under these terms and conditions, it will commence on the first day of the assignment and continue throughout the duration of the absence. Employees shall receive the WOOC rate of pay for a holiday when the employee is assigned WOOC the day prior to and the day following the holiday. Application of this provision may be extended to vacant positions only upon concurrence of the Chief Administrative Officer. The differential shall not be paid when the employee who is assigned WOOC is absent due to sick leave or vacation.

## **ARTICLE 4 - HOURS OF WORK**

### **Section 4.1 - Overtime Work**

Overtime provisions only apply to Assistant and Junior Engineer and Architect classifications as set forth below:

a) Exempt - Assistant Engineer and Assistant Architect Classifications

- 1) Overtime is defined as time worked beyond 40 hours in any work week. Time for which pay is received but not worked such as vacation, sick leave, and authorized compensatory time off, will not be counted towards the base period.
- 2) When overtime work is assigned and authorized by a supervisor, if requested by the employee, compensation for such time worked shall be in the form of time off with pay computed at the rate of one and one-half hours off for every hour of overtime worked. Otherwise, such overtime work shall be paid at the rate of one and one-half times the regular hourly rate of pay.

If the employee requests compensatory time off, all compensatory time off must be taken within a reasonable period of time and must not unduly cause a hardship on VTA. In all cases, it must be taken within 12 months of the date the overtime was worked. Failure to take the compensatory time off shall be deemed a waiver of the compensatory time by the employee. If the supervisor does not provide compensatory time off during the mandatory use period, the employee may take compensatory time off as a matter of right immediately before the end of the pay period in which the compensatory time would otherwise be lost. At the time of separation, any remaining compensatory time balances shall be paid in cash.

- 3) Overtime work assignments shall be distributed among employees in the same classification and applicable work unit as equally as practicable. All agreements between departments and the Association covering hours, job assignments, shifts, shift assignments, overtime, seniority, and holiday and vacation scheduling currently in effect or entered into during this Agreement shall remain in effect pursuant to their terms.

b) Non-Exempt - Junior Engineer and Junior Architect Classifications

All provisions regarding overtime shall be in accordance with the Fair Labor Standards Act as applicable. Compensatory time-off must be taken within a reasonable period of time and must not unduly cause a hardship on VTA.

In any arbitration involving an FLSA non-exempt employee and Section 4.1(b), the arbitrator shall be strictly bound by U. S. Department of Labor, 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.

#### **Section 4.2 - Rest Periods**

All FLSA non-exempt employees 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 employee is not entitled to an earlier quitting time.

### **ARTICLE 5 - HOLIDAYS**

#### **Section 5.1 - Legal Holidays**

All previous informal time off practices are eliminated and unauthorized. The following shall be observed as legal holidays:

- a) January 1st (New Year's Day)
- b) Third Monday in January (Martin Luther King, Jr. Birthday)
- c) Third Monday in February (President's Day)
- d) Last Monday in May (Memorial Day)
- e) July 4th (Independence Day)
- f) First Monday in September (Labor Day)
- g) Second Monday in October (Columbus Day)
- h) Veteran's Day to be observed on the date State of California employees observe the holiday
- i) Fourth Thursday in November (Thanksgiving Day)
- j) The Friday following Thanksgiving Day (Day after Thanksgiving)
- k) December 25th (Christmas Day)
- l) Other such holidays as may be designated by the Board of Directors

#### **Section 5.2 - Observance**

Employees shall enjoy the same number of holidays, regardless of variations in work weeks. 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 employee's vacation or sick leave balance. When the observed holidays fall on an employee's scheduled day off, the day shall be added to the employee's STO balance.

## **ARTICLE 6 - SCHEDULED TIME OFF PROGRAM (STO)**

### **Section 6.1 - Creation of Scheduled Time Off Bank**

Each employee's existing vacation (which included a birthday holiday), and personal leave balances accrued as of the effective date of this program are consolidated into the employee's Scheduled Time Off Bank.

### **Section 6.2 - Paid Time Off Accrual**

Each employee shall be entitled to annual Scheduled Time Off (STO). Scheduled time off is earned on an hourly basis. For purposes of this section, a day is defined as eight work hours. The accrual schedule shall be as follows:

SERVICE YEARS & WORKDAY EQUIVALENT	TOTAL YEARLY ACCRUAL IN WORKDAYS	HOURLY ACCRUAL FACTOR PER BI-WEEKLY PER PAY PERIOD
1st year 1st through 261 days	19	5.846
2 <sup>nd</sup> through 4 <sup>th</sup> year 262 through 1044 days	21	6.461
5 <sup>th</sup> through 9 <sup>th</sup> year 1045 through 2349 days	25	7.693
10 <sup>th</sup> through 14 <sup>th</sup> year 2350 through 3654 days	27	8.307
15 <sup>th</sup> through 19 <sup>th</sup> year 3655 through 4959 days	29	8.923
20 <sup>th</sup> and thereafter 4960 days	31	9.538

### **Section 6.3 - Pre-Scheduled Use of STO**

Scheduled Time Off may be used for any lawful purpose. Time requested shall require the approval of management with due consideration of employee convenience and administrative requirements.

### **Section 6.4 - Other Use of STO**

For each approved absence due to personal illness, or any other reason (applies to all leaves for which sick leave was formerly used), an amount equal to one full shift (8 hours, 10 hours, 12 hours, etc.) shall be charged to the STO bank or if the STO bank is exhausted, to Leave Without Pay. Absences due to verified personal illness beyond the amount equal to one full shift shall be charged to the Sick Leave Bank (limited to four days for bereavement). Such sick leave bank use must be approved by management.

### **Section 6.5 - Scheduled Time Off Carry Over**



In the event the employee does not take all the scheduled time off to which he/she is entitled in the succeeding 26 pay periods, the employee shall be allowed to carry over the unused portion, up to a maximum of three years' STO earnings. Any accruals exceeding the three year maximum will be paid off in the first complete pay period of January of the following year.

#### **Section 6.6 - Scheduled Time Off Pay-Off**

Upon termination of employment an employee shall be paid the monetary value of the earned Scheduled Time Off balance as of the actual date of termination of employment.

#### **Section 6.7 - Scheduled Time Off Cash-Out**

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

### **ARTICLE 7 - SICK LEAVE BANK**

#### **Section 7.1 - Creation of Sick Leave Bank**

Each employee's existing accrued sick leave balance as of the effective date of this program has been placed in the employee's sick leave bank.

#### **Section 7.2 - Sick Leave Bank Accrual**

Each employee shall be entitled to use sick leave. Such leave shall be earned on an hourly basis and computed at the rate of 64 hours per year and may be accrued without limitation. The accrual factor per full pay period is 2.462 hours.

#### **Section 7.3 - Sick Leave Use**

- a) An employee who has acquired a sufficient right to sick leave with pay may be granted permission to use same not to exceed three working days of such leave in order to care for a sick or injured member of the employee's immediate family requiring care, however, the initial period of time granted, up to one full shift, will be charged to the STO bank. The second and third day shall be charged to sick leave if necessary. "Immediate family" shall mean the mother, father, grandmother, grandfather of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any person living in the immediate household of the employee.
- b) An employee shall be allowed, on an annual basis, to charge up to 24 hours directly to the sick leave bank for the purpose of medical and dental appointments.

#### **Section 7.4 - Doctor's Notes**

Request for sick leave with pay in excess of three (3) working days must be supported by a statement from an accredited physician. Management may require such a supporting statement for absences less than three days. If a member has an absence of three (3) days or less and management requires a doctor's note without an established pattern of abuse, then 1.5 hours of release time shall be granted to the member at the end of the shift so that they can obtain the doctor's note.

### **Section 7.5 - Bereavement Leave**

Leaves of absence with pay shall be granted employees 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 employee or of the spouse of the employee and the spouse, stepchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother or sister, brother-in-law, sister-in-law, or grandchildren of the employee, or any person living in the immediate household of the employee. 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 travel is required beyond 250 miles from River Oaks, 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.

### **Section 7.6 - Sick Leave Bank Pay Off**

Upon death, retirement or resignation in good standing, an employee shall be paid for any balance in the sick leave bank at the following rate.

<u>Days of Service</u>	<u>% Paid at</u>
0 through 2610	0%
2611 " 2871	20%
2872 " 3132	22%
3133 " 3393	24%
3394 " 3654	26%
3655 " 3915	28%
3916 " 4176	30%
4177 " 4437	32%
4438 " 4698	34%
4699 " 4959	36%
4960 " 5220	38%
5221 " 5481	40%
5482 " 5742	42%
5743 " 6003	44%
6004 " 6264	46%
6265 " 6525	48%
6526 " accumulation	50%

### **Section 7.7 - Reinstatement Pay Back**

Employees receiving a sick leave bank payoff in accordance with Section 7.6 may, if reinstated within one year, repay the full amount of sick leave bank payoff received and have the former sick leave bank balance restored. Repayment in full must be made prior to reinstatement.

### **Section 7.8 – Sick Leave Bank Cash out**

Employees may cash out sick leave balances in excess of 320 hours in accordance with the existing schedule (Section 7.6). Cash outs must be for a minimum of 40 hours.

## **ARTICLE 8 - LEAVE PROVISIONS**

### **Section 8.1 - Compulsory Leave**

- a) The appointing authority may require an employee whom he/she deems incapacitated for work, due to illness or injury, to submit himself/herself to a designated physician for examination, and may require the employee to take such leave of absence as will be necessary to fit him/her to perform his/her duties.
- b) Employees laid off in accordance with the provisions regarding layoff in this contract shall be considered on compulsory leave of absence without pay from their department for a period not to exceed two years.
- c) The appointing authority may require an employee 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 employee'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 employee.
- d) If there is a determination of innocence or the charges are dropped, the employee may 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.
- e) 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 employee shall receive the difference between the compulsory leave and the suspension in salary and all benefits.

### **Section 8.2 - Military Leave**

- a) The provisions of the Military and Veterans' Code of the State of California shall govern the military leave of employees of VTA.
- b) Any regular or provisional employee shall be allowed time off with no loss in pay for the time required to receive a physical examination or reexamination as ordered by provisions of a national conscription act or by any branch of the national or state military services.

### **Section 8.3 - Leave Without Pay**

- a) Leaves of absence without pay may be granted to employees 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 an employee 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 unusual or special circumstances. Leaves may be granted for the following reasons:

- 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) A leave may be revoked by the Chief Administrative Officer upon evidence that the cause for granting it was misrepresented or has ceased to exist.
- c) An employee may request STO or leave without pay for an authorized absence. The employee must notify the department of his/her request and receive department approval to use leave without pay prior to payroll action; otherwise, STO time will be used.

The department may assign leave without pay for an unauthorized absence.

- d) Failure of an employee to report for three or more consecutive working days for assigned duties without notification to the department and without legitimate reasons for absence will be considered job abandonment and will be recorded as a voluntary resignation. Discipline may be imposed for such absences of less than three days.
- e) Parental leaves of more than six months, leaves of absences of more than 30 calendar days, and disciplinary suspensions shall not be counted as time spent in a salary step in computing eligibility of the employee for further salary increases.

#### **Section 8.4 - Family Leave**

a) 1. Parental Leave

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. An employee 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 parental leave except as otherwise provided by law.

2. Sick Leave Use

If, during the pregnancy leave or following the birth of a child, the employee'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 shall be granted for the placement of a foster child or to attend to the serious illness of a family member in accordance with VTA's Family and Medical Leave Policy, for a period of up to three months.

#### **Section 8.5 - Leaves to Perform Jury Duty**

- a) In satisfaction of the minimum annual jury duty requirements, every employee shall be entitled to take leave from his/her VTA duties without loss of wages, vacation time, sick leave or employee benefits for the purpose of responding to jury duty or serving on a jury to which he/she has been regularly summoned, provided that he/she reimburses VTA for all daily compensation received, except for mileage allowance and meal and lodging reimbursement, which he/she would otherwise receive by virtue of his/her performance of such jury duty. No employee shall be paid more than his/her regular shift pay or regular work week pay as a result of jury duty service. The employee is required to notify his/her appointing authority when he/she has received a jury summons and when his/her jury service is completed.
- b) For the purposes of this Section, an employee 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. Nothing in this Section shall prevent any VTA employee from performing jury duty beyond the minimum annual jury duty requirements for the Municipal and Superior Courts, provided, however, that such additional periods of absence from regular duties as a result thereof shall be charged, at the election of such employee, to either accrued vacation time or leave without pay.

The provisions of this Section do not apply if the employee fulfills the minimum annual jury duty requirements by means of telephone stand-by.

#### **Section 8.6 - Response to Subpoena**

No employee shall suffer a loss of wages or benefits in responding to a subpoena to testify in court if the employee is not a party to the litigation. No employee shall suffer a loss of wages or benefits in responding to a subpoena to testify in court, as a result of the performance of his/her duties with the VTA.

### **ARTICLE 9 - BENEFIT PROGRAMS**

#### **Section 9.1 - Workers' Compensation**

- a) Every employee shall be entitled to industrial injury leave when he/she is unable to perform services by reason of any injury as defined in Workers' Compensation law. Leave of absence due to disability covered by Workers' Compensation shall be limited to two years.
- b) An employee who is disabled as a result of an industrial injury shall be placed on leave, using as much of his/her accumulated compensatory time, 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 at the time of filing of the "Supervisor's Report of Injury"

the employee indicates on a form provided by the supervisor that he/she does not want such integration of payments. This choice shall be binding for the entire period of each disability. 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 are 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) Loss of, or damage to, employee's clothing resulting from an industrial injury which requires medical treatment will be replaced by VTA through the following procedure:

VTA will review and make determinations on all such incidents as submitted in writing by the employee. Reimbursement will be limited to the lesser of:

- 1) 75% of proven replacement cost, or
- 2) repair cost
- 3) both of the above are limited by a \$50.00 maximum.

## **Section 9.2 – Benefit Programs**

### **a) Medical Coverage**

VTA offers CalPERS medical plans to employees. Only those medical plans offered under the CalPERS medical programs 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. Employees will pay the excess above the Kaiser Bay Area Family rate.

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

### **b) Medical Benefits for Retirees**

#### **1. Defined Benefit Retiree Medical Program:**

VTA shall provide a premium allowance toward the cost of the medical plan for employees who: (1) Have completed five (5) years of service (1305 days of accrued service) or more with PERS (to include former Santa Clara County employees hired directly by VTA with unbroken service on or before December 31, 1996); and (2) Retire directly from VTA (date of retirement must be within 120 days of separation of employment).

All retirees eligible for the defined benefit retiree medical program shall pay according to the following:

- 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. Retirees and eligible survivors will pay the excess above the Kaiser Bay Area Single Party Rate.
- For retirees and survivors living outside of California: VTA will contribute up to the Kaiser Out of State Single Party Rate for CalPERS medical plans for retirees and eligible survivors residing outside of California. Retirees and eligible survivors will pay the excess above the Kaiser Out of State Single Party Rate.

Retirees eligible for the defined benefit retiree medical program may purchase coverage for their eligible dependents at their own cost. Dependents must be enrolled in the plan that covers the retiree.

Upon becoming eligible, due to age or disability, retirees eligible for the defined benefit retiree medical program and their Medicare eligible dependents shall be required to enroll in Medicare in order to maintain medical coverage. Failure by the retiree or his/her dependent(s) to enroll in the Medicare supplement plan shall result in the retiree and his/her dependents being dropped from coverage. Retirees shall be reimbursed for the cost of their own Medicare Part B premium, excluding penalties/late enrollment fees. VTA shall not reimburse Medicare Part D premiums, and shall continue to cover Part D Premiums for prescription drug coverage through the Medicare Supplement Plans.

c) Dental Coverage

VTA shall provide both an indemnity and an HMO dental plan. VTA shall make full payment of the premium for the employee 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. \$2,000 maximum per patient per calendar year.
Orthodontics:	60-40 - no deductible. \$2,000 lifetime maximum per patient (no age limit).

d) Life Insurance Coverage

VTA shall provide a basic group Life Insurance Plan of \$50,000 per employee.

e) Benefits Coverage While on Leave

VTA paid portions of premiums for employee and dependent medical, dental, and base group life insurance coverage will be maintained as follows:

- 1) Industrial injury: For the duration of the disability.
- 2) Medical disability (including maternity): Up to 13 pay periods from the date of the disability certified by the attending physician. For employees on pregnancy disability, benefits will continue as if the employee was on a paid status.

As long as the employee is in paid status during an industrial or medical leave the employee paid medical dependent coverage (if any) will be deducted from the employee's pay check. Once such sick leave or vacation is exhausted, the employee must make arrangements with VTA to pre-pay his/her monthly premium contribution, plus the dependent coverage for the balance of the leave.

Upon exhaustion of the 13 pay periods (#1 and #2 above), the employee may pre-pay total premiums for VTA insurances at the VTA group rate by making arrangements with VTA.

f) Vision Coverage

VTA agrees to provide a Vision Plan for all employees 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 and with \$20.00 deductible for examinations and \$20.00 deductible for materials. VTA will fully pay the monthly premium for the employee and eligible dependents.

g) Flexible Spending Accounts (FSA)

Each TAEA member will receive a contribution of \$300 towards an FSA for each year from January 2016 through January 2019. 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.

**Section 9.3 - Public Employees Retirement System (PERS)**

**Employees hired prior to January 1, 2012:**

Employees shall pay a total of 6% of salary toward the required employee contribution to PERS.

VTA shall pay the entire employer contribution to PERS.



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

VTA shall pay the entire employer contribution to PERS. Employees shall pay the employee contribution to PERS (7% of salary).

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

**Section 9.4 - State Disability Insurance Coverage**

State Disability Insurance is provided, at employee cost, to all employees in the bargaining unit. The members voted to approve SDI Coverage in an election conducted in September, 1995.

The Association and VTA agree to the following regarding coverage by the State Disability Insurance plan (SDI):

- a) VTA will continue registration of the Transportation Authority Engineers and Architects Association with the Director of Employment Development Department for the purposes of SDI coverage for represented employees.
- b) VTA's Payroll Office shall withhold wage earner contributions each pay period from each represented employee's pay at the rate set pursuant to the Unemployment Insurance Code, and forward the funds to the State Disability Fund.
- c) Within one week of being disabled from work, the employee or his/her representative must contact the office designated by VTA to provide information on the following:
  - 1. the date the disability/illness commenced;
  - 2. the estimated duration of the disability;
  - 3. a phone number where the employee can be reached;
  - 4. the election of sick leave/scheduled time off usage during the first week of disability;
  - 5. whether or not the employee is planning to file for SDI;
  - 6. the election to integrate sick leave and scheduled time off pay with SDI benefits.
- d) An employee who is determined to be eligible to receive SDI benefits and who has made timely election to integrate shall be paid a biweekly amount (accumulated sick leave/scheduled time off) which, when added to SDI benefits, shall approximately equal his/her normal biweekly 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 scheduled time off will be effected. However, one time only, an employee 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 VTA of any change in status.

**Section 9.5 – Safety Shoes**

All TAEA classifications shall be provided with a \$200 voucher for safety shoes, not to exceed one voucher in any rolling 24 months.

**Section 9.6 - Safety Glasses**

VTA will provide safety glasses in accordance with the Occupational Injury and Illness Prevention Program. For employees who are required to wear safety glasses, VTA will pay for either transitions or polarized lens options of prescription safety glasses.

**ARTICLE 10 - LAYOFF PRACTICES**

**Section 10.1 - Seniority Defined**

Except as otherwise provided in Section 10.2, seniority is defined as days of accrued service as computed and reported on the employee's pay check within any classification. Original unclassified service shall not be counted except for that time served under specific employment and training programs designed to train and employ disabled or unemployed individuals.

**Section 10.2 - Transfer of Prior Agency Service**

Employees shall retain seniority from employment with Santa Clara County, based upon application of the definition of Section 10.1.

**Section 10.3 - Changes to Classes**

To the extent possible, employees should not lose their rights under this Article because classes have been revised, established, abolished or retitled.

**Section 10.4 - Order of Layoff**

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

- a) Provisional employees in inverse order of seniority.
- b) Probationary employees in inverse order of seniority.
- c) Regular employees in inverse order of seniority.

**Section 10.5 – Prior Notice of Intended Staff Reduction**

VTA will inform TAEA of any intended staff reduction to the bargaining unit no less than thirty (30) working days prior to issuing any layoff notices to bargaining unit members. Within two (2) working days of the advance notice, VTA will meet with TAEA to discuss the intended layoff and provide information, including staffing plans and other relevant

information. No later than twenty (20) working days from the advance notice, TAEA shall submit to the Chief Administrative Officer, its recommendation of effective changes in order to provide alternatives to layoffs.

**Section 10.6 - Notice of Layoff**

Employees subject to the provisions of this Article shall be given at least 20 working days written notice prior to the effective date of layoff with concurrent notice to the Association. The procedures of Section 10.6 shall be applied prior to the effective date of the layoff.

**Section 10.7 – Contracted Work and Impact on Bargaining Unit**

VTA agrees to meet and discuss with TAEA/21 prior to contracting out work whenever such contracting out would result in material reduction of work done by bargaining unit members or would have significant adverse impact on bargaining unit work. It is agreed that position reductions, which result in lay-off of employees in the bargaining unit, constitute significant impact on bargaining unit work.

- a) In the event of a layoff, VTA and the Union will meet prior to the layoff, to review work currently being performed by a consultant or consulting firm that may be suitable for performance by an employee(s) represented by the Union. The Union must identify the specific work to be reviewed and will be provided pertinent consultant information upon request. 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?
  - 2. Will the projected work require a full time effort for a duration that exceeds 12 consecutive months?
  - 3. Do any of the employee(s) identified for layoff currently possess the skills, knowledge and ability to perform the work?
  - 4. Does the transferring of the work to a represented employee generate a cost savings to VTA?

If no alternate work is available for the employee(s) identified for layoff, the employee(s) shall be separated from VTA employment in accordance with Section 10.9 of this collective bargaining agreement.

- b) If an employee(s) is qualified to perform alternate work, VTA shall fill the position with a qualified employee identified for layoff. Upon the discretion of Management, and concurrence from the Union, employees may be rotated between positions to facilitate the match of a qualified employee with available work formerly performed by a contractor. The filling of a position shall not extend or delay the project schedule. Upon completion of the project work, the employee shall be separated from employment with VTA in accordance with the layoff provisions of this

collective bargaining agreement unless a current vacancy represented by the Union, or another alternative to layoff as described by this section exists.

**Section 10.8 - Reassignment in Lieu of Layoff**

- a) Vacant position - In the event of notice of layoff, any employee so affected will be allowed to transfer to a vacant position VTA has determined is to be filled in their current classification or any classification at the same or lower level in which regular status had formerly been held. Employees 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 an employee could exercise displacement rights.
- b) Displacement - In the event there are no vacancies as listed in (a), the employee shall have the right, upon request, to be returned to any classification in VTA at the same or lower level in which regular status had formerly been held and the regular layoff procedure in that same or lower level shall apply.

**Section 10.9 - Layoff**

In the event that an employee is not reassigned in lieu of layoff as in Section 10.6, the employee shall be laid off. If an employee elects not to exercise the rights in Section 10.6(b), he/she may be deemed to have been offered and to have declined such work.

**Section 10.10 - Re-employment List**

- a) The names of such probationary and regular employees reassigned or laid off in accordance with Sections 10.8 or 10.9 of this Article shall be entered upon a re-employment list in inverse order as specified under Section 10.4. The person standing highest on a re-employment list for a particular classification when a vacancy exists in that classification shall be offered the appointment. Employees 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 Chief Administrative Officer, selective certification may be utilized to re-employ employees with particular skills.
- c) If there are employees on a Re-employment List, VTA will review such list prior to contracting-out work, or hiring outside work, to determine if the work could be performed by someone on the Re-employment List, provided such work is within the classification from which they were laid off or in any classification at the same level provided they had prior standing in the class. Should a position become available in the bargaining unit, the laid off employee shall be provided an opportunity to transfer or demote using the normal transfer or demotion rules as provided in VTA's Personnel Policies and Procedures.

**Section 10.11 - Temporary Work For Laid Off Workers**

Interested employees 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 in the classification from which they were laid off. The election to be available for temporary work must be made at the time of layoff. Employees may decline to be available for temporary work or may decline such work itself without affecting any rights under this Article.

**Section 10.12 - Names Dropped From Re-employment List**

No name shall be carried on a re-employment list for a period longer than three years, and the names of persons re-employed in a regular position within the same classification shall, upon 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 the re-employment list.

**Section 10.13 - Rights Restored**

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

**ARTICLE 11 - GRIEVANCE PROCEDURE**

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

**Section 11.1 - Grievance Defined**

A grievance may only be filed if it relates to:

- a) Pay administration and other items relating to pay as found in VTA's Personnel Policies and Procedures.
- b) Alleged violations of Personnel Policies and Procedures.
- c) Alleged discriminatory or capricious use of departmental powers deemed discretionary under the Personnel Policies and Procedures.
- d) Alleged violations of the Association Representation as provided by law.
- e) Alleged violations of Memorandum of Understanding and/or Agreement.
- f) Alleged infringement of an employee's personal rights, discrimination or harassment.

Matters excluded from consideration under the grievance procedure:

- a) Disciplinary actions taken under Personnel Policies and Procedures.

- b) Performance Evaluations.
- c) Position classification.
- d) Workload/Caseload.
- e) Personnel examinations.
- f) Items requiring capital expenditure.
- g) Items within the scope of representation and subject to the meet and discuss process.

### **Section 11.2 - Grievance Presentation**

Employees shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Association, 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 employees represented by the Association without notification to, and consultation with, the Association.

### **Section 11.3 - Procedural Compliance**

Association grievances shall comply with all foregoing provisions and procedures. VTA shall not be required to reconsider a grievance previously settled with an employee if renewed by the Association, unless it is alleged that such grievance settlement is in violation of an existing rule, ordinance, Memorandum of Understanding, or Memorandum of Agreement.

### **Section 11.4 - Informal Grievance Step**

It is agreed that employees will be encouraged to act promptly through informal discussion with their immediate supervisor on any act, condition or circumstance which is causing employee dissatisfaction and to seek action to remove the cause of dissatisfaction before it serves as the basis for a formal grievance. Time limits may be extended or waived only by written agreement of the parties.

### **Section 11.5 - Formal Grievance**

#### **a) Step One**

Within 15 working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the appointing authority. A copy of the grievance shall be sent to the Office of Civil Rights and Employee Relations (OCR/ER) and this copy shall dictate time limits. The grievance form shall contain information which:

- 1) Identifies 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 employee to enter the grievance.

A decision by the superior shall be made in writing within ten working days of receipt of the grievance.

b) Step Two

If the aggrieved continues to be dissatisfied he/she may, within 15 working days after receipt of the first step decision, direct a written presentation to the General Manager's designated representative indicating whether the aggrieved wishes 1) the General Manager's designated representative to review and decide the merits of the case; or 2) whether the aggrieved wishes the grievance to be referred to an impartial arbitrator mutually agreed upon or jointly selected from a panel provided by the State Conciliation Service. The Arbitrator's compensation and expenses shall be borne equally by the employee or the Association and VTA, provided employee grievances shall be arbitrable only at the expressed request of the employee involved and with the concurrence of the Association unless the grievance is deemed an Association or group grievance prior to submission to Step 2. Decisions by the General Manager's designated representative or the arbitrator shall be final and binding.

**Section 11.6 - Arbitration Release Time**

The following statement on employee participation in grievance arbitration hearings is agreed to:

- a) The employee 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 employee is scheduled to appear. In the case of a group grievance, release time will be granted for the designated spokesperson for the entire hearing.
- b) Other requests for leave for the purpose of participation in a grievance arbitration hearing will also be granted and charged to the employee's own leave time, provided the absence does not unduly interfere with the performance of service.

**ARTICLE 12 – EDUCATIONAL AND PROFESSIONAL DEVELOPMENT ASSISTANCE**

**Section 12.1 - Tuition Assistance**

VTA shall maintain a Tuition Assistance Program for the term of this Agreement in accordance with VTA's Educational and Developmental Program.

### **Section 12.2 – Professional Development Fund**

VTA will fund up to \$3,500, on a matching basis (50% employee and 50% employer) for individual professional development and for education. This amount is over and above the Tuition Reimbursement Program, the reimbursement of professional registration fees as provided for in Section 12.4, and departmental programs as presently funded/budgeted. This amount shall include travel-related expenses, such as lodging and transportation and paid time off will be provided during normal work hours. All programs must be approved by the Division head before time off or payment is granted.

The application of this provision shall be in compliance with the VTA approved Travel and Expense Reimbursement Policy and Procedure.

### **Section 12.3 – Professional Membership Affiliation**

VTA will pay for one membership to a professional association selected from an approved list of qualified professional associations, for each TAEA-Represented employee. Within thirty (30) days of the approval of this Agreement, an equal number of representatives from VTA and TAEA will form a committee to meet on a regular basis to establish, maintain, and update a list of qualified professional associations. The VTA shall make the final determination on any disputes.

### **Section 12.4 - Professional Registration-Fee Reimbursement**

VTA shall reimburse professional registration fees for all engineer and architect classifications.

### **Section 12.5 - Professional Incentive (Registration)**

Upon submittal of proof of registration in the State of California as a Professional Engineer or Architect, a Junior and Assistant Engineer or Assistant Architect shall receive three percent incentive pay which shall not be a part of the salary schedule as reflected in Appendix B. Should the incumbent leave these classes, or fail to maintain his/her registration, the incentive pay shall be terminated.

## **ARTICLE 13: VACANCY AND STAFFING LEVELS**

### **Section 13.1- Joint Management/Labor Committee**

VTA and TAEA commit to delivering projects with the highest quality, on time and on budget. Effective upon the commencement of the 2006 agreement, the parties agree to establish a Joint TAEA/Local 21-VTA Vacancy and Staffing Committee consisting of not more than 5 members from each party. The joint committee will have recurring meetings to discuss vacancies and staffing levels. Meetings will occur in conjunction with the Fiscal Year budget cycle, with the goal of engaging in discussions as early as possible. The Committee shall meet as needed, at least quarterly.

### **Section 13.2 - Request for Proposals and TAEA Lead Roles**

VTA will notify TAEA when soliciting Design, Estimation, Scheduling, Construction, Inspection, Maintenance, and Testing, as they relate to Civil, Architectural, Electrical, Mechanical, Bus and Light Rail Systems, Facilities Design, Construction Management,



Project Management, and Fire/Life Safety consultant services. TAEA will be afforded an opportunity to provide input prior to the proposal being issued, at least fifteen (15) working days prior to issuance of the proposal. In accordance with the commitment of the parties to deliver projects with the highest quality, on time and on budget, VTA will utilize qualified TAEA represented employees in lead roles when appropriate and consistent with the class specification. Upon request by TAEA, VTA will meet with TAEA to discuss integrating a qualified TAEA employee into a lead role in the project.

### **Section 13.3 – Recruitment and Selection**

Recruitments for classifications covered by the Agreement will be posted for “VTA Only” for a minimum of five (5) days prior to being opened to the public. In the event that no TAEA members meet the minimum qualifications of the position being posted, the five (5) day requirement shall be waived and the position will be open to both VTA employees and to the public simultaneously.

## **ARTICLE 14 - CONFLICT OF INTEREST**

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

Each Division which employs persons covered by this Agreement will provide such employees with a copy of its policy regarding this section and a statement of the means of compliance with such policy.

## **ARTICLE 15 - STRIKES AND LOCKOUTS**

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

## **ARTICLE 16 - FULL AGREEMENT**

It is understood this Agreement represents a complete and final understanding on all negotiable issues between VTA and the Association. This Agreement supersedes all previous Memoranda of Understanding or Memoranda of Agreement between VTA and the Association except as specifically referred to in this Agreement. All Policies and Procedures 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 Association 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 17 - 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 titled AB 1040, which was introduced in Spring of 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 the wages and/or benefits upon which the State of California is basing the monetary penalty. The Association reserves the right to contest the legality of the payment cessation or the repayment.

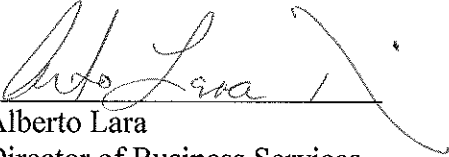
It is understood that the purpose of this Section is to ensure that VTA does not incur any liability or penalties on either the original agreement provisions, or the negotiated alternate provisions.

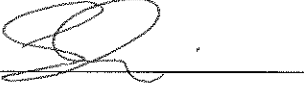
## ARTICLE 18 - TERM OF AGREEMENT

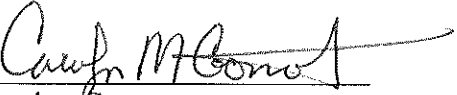
This Agreement shall become effective only upon ratification by the Transportation Authority Engineers and Architects Association, and upon approval by the Board of Directors and shall remain in full force and effect from July 1, 2016 to and including June 30, 2019, and from year to year thereafter, provided, however, that either party may serve written notice on the other at least 90 days prior to June 30, 2019, or any subsequent June 30 of its desire to terminate this Agreement or amend any provision thereof.

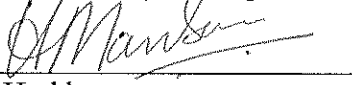
Date: 10/11/16.


SANTA CLARA VALLEY  
TRANSPORTATION AUTHORITY  
NEGOTIATING COMMITTEE

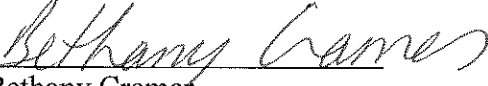
  
Alberto Lara  
Director of Business Services

  
Suzy Choi-Lee  
Employee Relations Manager


  
Carolyn Gonot  
Director of Engineering & Transportation

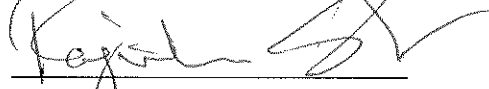
  
Ali Hudda  
Deputy Director of Accounting


  
Linda Durham  
Sr. HR Analyst, Labor Relations &  
Substance Abuse

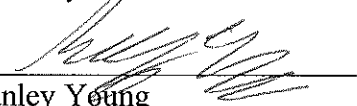
  
Bethany Cramer  
HR Analyst, Labor Relations

TRANSPORTATION  
AUTHORITY ENGINEERS &  
ARCHITECTS ASSOCIATION/  
Professional and Technical Engineers  
Local 21, IFPTE

  
Manjit Khalsa  
President

  
Rajwinder Sehdev  
Vice President

  
Ekwenmose "James" Esoimeme  
Secretary/Treasurer

  
Stanley Young  
Lead Representative/Organizer

## **MEMORANDUM OF UNDERSTANDING**

### **SANTA CLARA VALLEY TRANSPORTATION AUTHORITY POLICY ON ADMINISTRATIVE LEAVE FOR TAEA REPRESENTED ASSOCIATE AND SENIOR EMPLOYEES**

In order to recognize the time demands of many TAEA represented Associate and Senior employees as well as their ineligibility for overtime, the Administrative Leave Policy has been amended to allow more flexibility in granting a full day of administrative leave.

In addition, the language governing Administrative Time Off for less than a full day has been amended.

TAEA represented Associate and Senior employees are salaried employees and are expected to work the number of hours necessary to fulfill the duties of the position. Depending on the circumstances, TAEA Associate and Senior employees may work more or less than 40 hours in any particular week.

In recognition of the flexible demands of Associate and Senior TAEA positions, employees may be granted administrative time off if the manager determines that service delivery and performance of job functions will not be impaired because of the absence. Such time off should not be calculated on an hour-for-hour basis in relation to excess hours worked.

Administrative time off must be:

- scheduled in advance, when possible
- approved as administrative time off by the supervisor, and,
- normally taken in increments of less than one day.

Executive Management may approve administrative leave for a full day's absence. Approved requests should be maintained for periodic audit. While discretionary for less than a full day's absence, full day increments of administrative leave shall be reported on the payroll system.

The Division Head will ensure that the use of administrative leave as well as the application of this policy is administratively and appropriately applied.

Employees need not state reasons for requesting the time off. Either it is or is not appropriate to grant the time under the circumstances outlined above. An employee can use the time for any lawful purpose to include personal business.

**SIDELETTER OF AGREEMENT**  
**PAY FOR PERFORMANCE**

VTA and TAEA agree to continue working toward the development of a pay for performance program for TAEA employees. Implementation of a pay for performance program requires mutual agreement.

## **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 employees.

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.

## SIDELETTER OF AGREEMENT

### MEDICAL COVERAGE

This Sideletter of Agreement between the Santa Clara Valley Transportation Authority (VTA) and the Transportation Authority Engineers and Architects Association (TAEA), clarifies the parties' understanding concerning the Kaiser \$5/\$5/\$50 plan negotiated in the July 29, 2003 through July 30, 2006 Agreement.

The parties agree that:

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

DATED: September 12, 2003

FOR VTA:

Robert L. Escobar  
Robert L. Escobar

Scott D. Buhner  
Scott D. Buhner

Ronald E. Fuqua  
Ronald E. Fuqua

Dalene J. Turner  
Dalene J. Turner

George Y. Hirai  
George Y. Hirai

FOR TAEA:

Wesley M. Toy  
Wesley M. Toy

Jagdish Dadhania  
Jagdish Dadhania

Hassan Basma  
Hassan Basma

Ven Prasad  
Ven Prasad

Glen March  
Glen March

Nancy Watson  
Nancy Watson

## SIDELETTER OF AGREEMENT

### PROFESSIONAL STANDARDS

This Side Letter of Agreement between Santa Clara Valley Transportation Authority (VTA) and the Transportation Authority Engineers and Architects' Association (TAEA), provides that VTA and TAEA shall, within thirty (30) days of the approval of this Agreement, form a committee to meet as needed to establish and maintain professional reference materials. The joint committee will establish a preliminary list of required codes which shall be provided by VTA within sixty (60) days of the approval of this Agreement. The reference materials may include hard copies and electronic access, to the extent feasible, and shall be made available to all TAEA represented employees. VTA shall make the final determination on any disputes.

DATED: 10/24/06

FOR VTA:

Robert L. Escobar  
Robert L. Escobar

Shellie Albright  
Shellie Albright

Jeff Fink  
Jeff Fink

Carolyn Gronet  
Carolyn Gronet

Cassandra Leventon  
Cassandra Leventon

Dalene Turner  
Dalene Turner

Kimberly Hoedig

FOR TAEA/Local 21:

Rajwinder Sedhev  
Rajwinder Sedhev

Wesley M. Toy  
Wesley M. Toy

Marc Delong  
Marc Delong

Salvatore Duckworth-Lanzo  
Salvatore Duckworth-Lanzo

Robert Magliocco  
Robert Magliocco

Joy Buenaflor  
Joy Buenaflor

Manjit S. Parhar  
Manjit Parhar

Joe Brenner  
Joe Brenner



## APPENDIX A

### Santa Clara Valley Transportation Authority Classifications and Salary Ranges

<u>Class Code</u>	<u>Classification Title</u>	<u>Salary Range</u>
T0D	Junior Cost & Schedule Coordinator	G220
U1D	Junior Systems Design Engineer	G220
L27	Junior Transportation Engineer	G220
T2Z	Assistant Architect	G260
T0E	Assistant Cost & Schedule Coordinator	G260
U1E	Assistant Systems Design Engineer	G260
L28	Assistant Transportation Engineer	G260
L44	Associate Architect	G295
L24	Associate Environmental Engineer	G295
L46	Associate Mechanical Engineer – Auto Sys	G295
T4N	Associate Systems Design Engineer	G295
L13	Associate Systems Engineer	G295
L29	Associate Transportation Engineer	G295
T1K	Cost & Schedule Coordinator	G295
L42	Senior Architect	G325
T1J	Senior Cost & Schedule Coordinator	G325
T70	Senior Environmental Engineer	G325
L45	Senior Mechanical Engineer – Auto Sys	G325
T4F	Senior Systems Design Engineer	G325
L01	Senior Systems Engineer	G325
L30	Senior Transportation Engineer	G325

**G Table for TAEA Employees  
Effective July 1, 2016**

	Hourly Rates					Bi-Weekly Rates					Monthly Rates	
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
G220	36.78	38.61	40.55	42.57	44.69	2,942.77	3,089.07	3,243.73	3,405.37	3,575.10	6,376.00	7,746.05
G260	39.99	41.99	44.36	46.29	48.63	3,199.14	3,359.36	3,548.87	3,703.04	3,890.23	6,931.47	8,428.83
G295	46.54	48.87	51.30	53.87	56.55	3,723.03	3,909.74	4,104.21	4,309.65	4,523.75	8,066.57	9,801.46
G325	54.43	57.13	59.98	62.99	66.15	4,354.27	4,570.34	4,798.62	5,039.32	5,292.14	9,434.25	11,466.30

The table amounts are approximate pending final calculation within SAP. If there is a discrepancy between this listing and the data in SAP, the data in SAP will be considered correct.

**G Table for TAEA Employees**  
**Effective First Full Pay Period in 2017 One Year After the Initial Increase on July 1, 2016**

	Hourly Rates					Bi-Weekly Rates					Monthly Rates	
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
G220	38.26	40.16	42.17	44.27	46.48	3,060.48	3,212.63	3,373.48	3,541.58	3,718.10	6,631.04	8,055.88
G260	41.59	43.67	46.14	48.14	50.57	3,327.11	3,493.73	3,690.82	3,851.16	4,045.84	7,208.74	8,765.99
G295	48.40	50.83	53.35	56.03	58.81	3,871.95	4,066.13	4,268.38	4,482.04	4,704.70	8,389.23	10,193.52
G325	56.61	59.41	62.38	65.51	68.80	4,528.44	4,753.15	4,990.56	5,240.89	5,503.83	9,811.62	11,924.97

The table amounts are approximate pending final calculation within SAP. If there is a discrepancy between this listing and the data in SAP, the data in SAP will be considered correct.

**G Table for TAEA Employees**  
**Effective First Full Pay Period in 2018 One Year After the 2017 Increase**

	Hourly Rates					Bi-Weekly Rates					Monthly Rates	
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 5
G220	39.40	41.36	43.43	45.60	47.87	3,152.29	3,309.01	3,474.68	3,647.83	3,829.64	6,829.96	8,297.55
G260	42.84	44.98	47.52	49.58	52.09	3,426.92	3,598.54	3,801.54	3,966.69	4,167.22	7,424.99	9,028.98
G295	49.85	52.35	54.96	57.71	60.57	3,988.11	4,188.11	4,396.43	4,616.50	4,845.84	8,640.91	10,499.32
G325	58.30	61.20	64.25	67.48	70.86	4,664.29	4,895.74	5,140.28	5,398.12	5,668.94	10,105.96	12,282.70

The table amounts are approximate pending final calculation within SAP. If there is a discrepancy between this listing and the data in SAP, the data in SAP will be considered correct.

## **APPENDIX C**

### Salary Survey Agencies:

Alameda County (Zone 7)	City of Fremont	BART
Alameda County (DPW)	City of Livermore	East Bay MUD
City and County of San Francisco	City of Milpitas	Golden Gate Bridge, Highway and Transportation Dist.
San Mateo County	City of Mountain View	Port of Oakland
Santa Clara County	City of Oakland	Santa Clara Valley Water Dist.
Alameda County	City of Palo Alto	CalTrans
	City of Pleasanton	
	City of San Jose	
	City of Santa Clara	
	City of Sunnyvale	

Additional agencies may be included by mutual agreement.

The Associate level of each class series at VTA (e.g., Transportation Engineer, Systems Engineer, etc.) shall be surveyed in each of the above agencies and all valid matches shall be used for comparison purposes for all levels of the class series. The salary survey for VTA's Transportation Engineer class will include Civil Engineers at other agencies as appropriate. To establish a valid survey average for a classification, the number of agencies with a valid match shall not be less than five. The salaries for each level of the class series (Junior/Assistant/Associate/Senior) shall be based on the current percentage separation from the Associate Level. The results of the Associate Transportation Engineer study shall be used to establish the applicable realignment for those class series for which a valid comparison cannot be established. Since realignments will occur on a class series-by-class series basis, the current relationship between the class series may be changed.

Salary data shall be compared top step to top step. Salary data shall be adjusted for employee pension contribution.

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# **ATTACHMENTS**

- 1. Letter from VTA Regarding Educational and Professional Development Programs Administered by VTA**
- 2. Letter from VTA Regarding VTA Policy 310 – Hours of Work and Paydays, and Working Alternate Work Schedules**
- 3. Holiday and Payday Calendar**
- 4. Union Contact Information**



July 28, 2006

Mr. Raj Sehdev, President  
Transportation Authority  
Engineers and Architects' Association (TAEA)  
P.O. Box 640435  
San Jose, Ca. 95164-0435

Dear Mr. Sehdev:

During the labor contract negotiations a concern was raised by the TAEA bargaining team regarding the awareness among TAEA members of the various educational and professional development programs administered by VTA. As the Department Manager that oversees the implementation of the various programs, I appreciate the opportunity to make our employees fully aware of VTA's interest and commitment in promoting educational and professional opportunities.

I have already directed my staff to prepare a plan on how best to disseminate the information for practical use by employees throughout the organization. In the mean time, however, I will implement the following:

- Within the next 30 days I will present to the General Manager and to Executive staff the programs that are available to employees and the importance of Executive and Senior Management's support of employees taking advantage of the those programs.
- Meet with the Divisional and Departmental staff to explain the availability of the programs and how best to access them.
- Meet with the membership and TAEA leadership to discuss in detail the opportunities available through the various programs.
- Ensure that information is discussed and distributed to new employees during New Employee Orientation.

In addition to the above my Employee Development team will be available to employees on an individual and collective basis to discuss and assist in career planning.

Cordially,

A handwritten signature in dark ink that reads "Robert L. Escobar". The signature is written in a cursive, flowing style.

Robert L. Escobar  
Human Resources Manager

C: Michael T. Burns, General Manager  
Division Chiefs





**INTERNATIONAL FEDERATION OF  
PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21**

675 North First Street, # 715, San Jose, CA 95112 Ph. 408-291-2200 [www.ifpte21.org](http://www.ifpte21.org)  
August 2, 2006

---

August 1, 2006

Robert L. Escobar  
Human Resources Manager  
Santa Clara Valley Transportation Authority  
3331 North First Street  
San Jose, CA 95134-1906

Dear Mr. Escobar:

This is to confirm our understanding with you that VTA Policy 310 - Hours of Work and Paydays, II. C. Work Schedule, includes the possibility of employees voluntarily working alternate work schedules, such as 4/10 shifts, or 9/80 shifts.

Sincerely,

Joe Brenner  
IFPTE Local 21

Acknowledged

  
Robert L. Escobar

cc: TAEA Board

# 2016

## JANUARY

S	M	T	W	T	F	S
27	28	29	30	31	<b>1</b>	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	<b>18</b>	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

## FEBRUARY

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	<b>15</b>	16	17	18	19	20
21	22	23	24	25	26	27
28	29	1	2	3	4	5
6	7	8	9	10	11	12

## MARCH

S	M	T	W	T	F	S
28	29	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

## APRIL

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	3	4	5	6	7

## MAY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	<b>30</b>	31	1	2	3	4
5	6	7	8	9	10	11

## JUNE

S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2
3	4	5	6	7	8	9

## JULY

S	M	T	W	T	F	S
26	27	28	29	30	1	2
3	<b>4</b>	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

## AUGUST

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

## SEPTEMBER

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	<b>5</b>	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1
2	3	4	5	6	7	8

## OCTOBER

S	M	T	W	T	F	S
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	<b>10</b>	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

## NOVEMBER

S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	<b>11</b>	12
13	14	15	16	17	18	19
20	21	22	23	<b>24</b>	<b>25</b>	26
27	28	29	30	1	2	3
4	5	6	7	8	9	10

## DECEMBER

S	M	T	W	T	F	S
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	<b>26</b>	27	28	29	30	31
1	2	3	4	5	6	7

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

# 2017

## JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	<b>16</b>	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

## FEBRUARY

S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	<b>20</b>	21	22	23	24	25
26	27	28	1	2	3	4
5	6	7	8	9	10	11

## MARCH

S	M	T	W	T	F	S
26	27	28	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

## APRIL

S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

## MAY

S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	<b>29</b>	30	31	1	2	3
4	5	6	7	8	9	10

## JUNE

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1
2	3	4	5	6	7	8

## JULY

S	M	T	W	T	F	S
25	26	27	28	29	30	1
2	3	<b>4</b>	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

## AUGUST

S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

## SEPTEMBER

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	<b>4</b>	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	3	4	5	6	7

## OCTOBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	<b>9</b>	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

## NOVEMBER

S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	<b>10</b>	11
12	13	14	15	16	17	18
19	20	21	22	<b>23</b>	<b>24</b>	25
26	27	28	29	30	1	2
3	4	5	6	7	8	9

## DECEMBER

S	M	T	W	T	F	S
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	<b>25</b>	26	27	28	29	30
31	1	2	3	4	5	6

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# 2018

## JANUARY

S	M	T	W	T	F	S
31	<b>1</b>	2	3	4	5	6
7	8	9	10	11	12	13
14	<b>15</b>	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

## FEBRUARY

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	<b>19</b>	20	21	22	23	24
25	26	27	28	1	2	3
4	5	6	7	8	9	10

## MARCH

S	M	T	W	T	F	S
25	26	27	28	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

## APRIL

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5
6	7	8	9	10	11	12

## MAY

S	M	T	W	T	F	S
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	<b>28</b>	29	30	31	1	2
3	4	5	6	7	8	9

## JUNE

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	3	4	5	6	7

## JULY

S	M	T	W	T	F	S
1	2	3	<b>4</b>	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

## AUGUST

S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

## SEPTEMBER

S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	<b>3</b>	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

## OCTOBER

S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	<b>8</b>	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

## NOVEMBER

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	<b>12</b>	13	14	15	16	17
18	19	20	21	<b>22</b>	<b>23</b>	24
25	26	27	28	29	30	1
2	3	4	5	6	7	8

## DECEMBER

S	M	T	W	T	F	S
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	<b>25</b>	26	27	28	29
30	31	1	2	3	4	5

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# 2019

## JANUARY

S	M	T	W	T	F	S
30	31	<b>1</b>	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	<b>21</b>	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

## FEBRUARY

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	<b>18</b>	19	20	21	22	23
24	25	26	27	28	1	2
3	4	5	6	7	8	9

## MARCH

S	M	T	W	T	F	S
24	25	26	27	28	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

## APRIL

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

## MAY

S	M	T	W	T	F	S
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	<b>27</b>	28	29	30	31	1
2	3	4	5	6	7	8

## JUNE

S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

## JULY

S	M	T	W	T	F	S
30	1	2	3	<b>4</b>	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

## AUGUST

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

## SEPTEMBER

S	M	T	W	T	F	S
1	<b>2</b>	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5
6	7	8	9	10	11	12

## OCTOBER

S	M	T	W	T	F	S
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	<b>14</b>	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

## NOVEMBER

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	<b>11</b>	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	<b>28</b>	<b>29</b>	30
1	2	3	4	5	6	7

## DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	<b>25</b>	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

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## **HOW TO CONTACT YOUR UNION**

### **TRANSPORTATION AUTHORITY ENGINEERS AND ARCHITECTS ASSOCIATION (TAEA)/Local 21**

**Main Office**  
**1182 Market Street, Room 425**  
**Orpheum Theater Building**  
**San Francisco, CA 94102-4921**  
**(415) 864-2100**  
**Fax: (408) 864-2166**

**South Bay Office**  
**4 North Second Street, Suite 430**  
**San Jose, CA 95113**  
**(408) 291-2200**  
**Fax: (408) 291-2203**

**Lamoin Werlein-Jaen**  
Senior Representative/Organizer  
(408) 291-2200  
Email: [lwjaen@ifpte21.org](mailto:lwjaen@ifpte21.org)

**TAEA Rep**  
**Stanley A. Young**  
Representative/Organizer  
(408)-291-2200  
Email: [syoung@ifpte21.org](mailto:syoung@ifpte21.org)

### **OFFICE HOURS**

**Main Office**  
**8:30 a.m. – 5 p.m.**

**South Bay Office**  
**8 a.m. – 4 p.m.**  
**Monday through Friday**