



Debora Fudge, Chair
 Sonoma County Mayors' and
 Councilmembers Association

Kathrin Sears, Vice Chair
 Marin County Board of Supervisors

Judy Arnold
 Marin County Board of Supervisors

Jim Eddie
 Golden Gate Bridge,
 Highway/Transportation District

Dan Hillmer
 Marin County Council of Mayors and
 Councilmembers

Eric Lucan
 Transportation Authority of Marin

Jake Mackenzie
 Sonoma County Mayors' and
 Councilmembers Association

Barbara Pahre
 Golden Gate Bridge,
 Highway/Transportation District

Gary Phillips
 Transportation Authority of Marin

David Rabbitt
 Sonoma County Board of Supervisors

Carol Russell
 Sonoma County Mayors' and
 Councilmembers Association

Shirlee Zane
 Sonoma County Board of Supervisors

Farhad Mansourian
 General Manager

5401 Old Redwood Highway
 Suite 200
 Petaluma, CA 94954
 Phone: 707-794-3330
 Fax: 707-794-3037
 www.sonomamarintrain.org

November 1, 2017

Sonoma-Marín Area Rail Transit Board of Directors
 5401 Old Redwood Highway, Suite 200
 Petaluma, CA 94954

SUBJECT: Approve agreement with the International Association of Machinists and Aerospace Workers, authorize the Board Chair to execute the agreement, and authorization of Fiscal Year 2017-18 budget amendment

Dear Board Members:

RECOMMENDATION:

Approve Resolution Number 2017-15 and the attached two-year collective bargaining agreement reached with the International Association of Machinists and Aerospace Workers (IAMAW), authorize the Board Chair to execute the Collective Bargaining Agreement, and approve the accompanying resolution implementing the new salaries and increasing Fiscal Year 2017-18 appropriations.

SUMMARY:

This agreement would be the first collective bargaining agreement between SMART and the IAMAW which represents the District's Vehicle Maintenance Technicians (10 Full Time Employees or FTE), Laborers (7 FTE) and Facilities Maintenance Technicians (2 FTE). The total number of staff currently allocated to the three job classes is nineteen (19). The average wages for the above job classes in Bay Area Rail Transit agencies are shown in the charts below.

Vehicle Technician	
Agency	Top Hourly Wage
BART	\$41.90
Santa Clara Valley Transit Authority (VTA)	\$44.44
Average	\$43.17

Facilities Technician	
Agency	Top Hourly Wage
BART	\$41.90
Santa Clara Valley Transit Authority (VTA)	\$30.35
SJRRC(ACE)	\$25.11
Average	\$32.45

Laborer	
Agency	Top Hourly Wage
BART	\$30.26
Sacramento Regional Transit	\$21.37
Santa Clara Valley Transit Authority (VTA)	\$32.78
Average	\$28.14

The agreement retains the District’s current policies with modifications to salaries and benefits as indicated below.

The agreed upon terms include:

Term: October 23, 2017 – June 30, 2019

Salaries:

- Effective October 23, 2017, the rate of pay for all represented employees will be as shown in the table below.

Job Class	Current Hourly Wage	Proposed Hourly Wage
Laborer	\$25.58	\$28.41
Vehicle Maintenance Tech	\$40.89	\$44.98
Facilities Maintenance Tech	\$31.94	\$35.13

- This wage represents a 10% increase above the current top hourly rate for each respective job class.
- There will be no additional salary increases, such as Cost of Living Adjustments, for the life of the agreement, which expires on June 30, 2019.

Standby Pay:

- An employee on standby status will be paid the equivalent of four (4) hours pay at the employee's straight time rate for each twenty four (24) hour period the employee is on standby status or for a period from the end of the employee's work shift and the beginning of the next shift, if the assignment is less than 24 hours. Standby pay will be offset by any actual hours worked if called out to work.
- Standby pay does not count toward the calculation of CALPERS pension benefits, vacation and sick time accruals, or overtime.

Benefits:

- Effective the pay period beginning October 23, 2017, the current cap on compensatory time will be increased from 40 hours to 80 hours.
- Effective in the 2018 calendar year beginning on January 1st, the Lincoln's Birthday Holiday currently observed by the District will be deleted and replaced by a Floating Holiday.

FISCAL IMPACT: The agreement will require a Fiscal Year 2017-18 budget amendment of \$169,390 which is attached to this item. This represents a budget increase of 1.4% over the Operations Salaries and Benefits budget.

The detailed cost of the agreement is as follows:

Annual number of FTE impacted:	19
Annual Baseline Cost of Employees (current):	\$1,848,657
Increased Annual Cost of Agreement (salaries+ benefits):	\$276,943
Two Year Total Incremental Cost of Agreement:	\$553,886

Amount Budgeted FY 2017-18	\$1,899,747
Supplemental Budget Needed FY 2017-18	\$169,390

REVIEWED BY: [x] Finance  [x] Counsel 

Very truly yours,



Lisa Hansley
Human Resources Manager

Attachment(s): IAMAW Collective Bargaining Agreement
Resolution No. 2017-15

MEMORANDUM OF UNDERSTANDING

BETWEEN

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE
WORKERS,
AFL-CIO, MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE 190,

PENINSULA AUTO MECHANICS LOCAL LODGE 1414

OCTOBER 23, 2017 – JUNE 30, 2019

CONTENTS

ARTICLE 1	PREAMBLE.....	3
ARTICLE 2	RECOGNITION.....	3
ARTICLE 3	AGENCY SHOP.....	3
ARTICLE 4	DUES CHECKOFF	4
ARTICLE 5	BUSINESS REPRESENTATIVE ACCESS.....	5
ARTICLE 6	APPLICABLE LAW	5
ARTICLE 7	MANAGEMENT RIGHTS.....	6
ARTICLE 8	LAYOFF NOTICE AND SEVERANCE PAY	6
ARTICLE 9	PROBATIONARY PERIOD	7
ARTICLE 10	NO WORK STOPPAGES	7
ARTICLE 11	SAFETY AND TRAINING.....	8
ARTICLE 12	SUCCESSOR CLAUSE.....	8
ARTICLE 13	UNION ACTIVITY	8
ARTICLE 14	WORK SCHEDULES AND SHIFT BIDDING.....	9
ARTICLE 15	WORKERS' COMPENSATION.....	10
ARTICLE 16	SENIORITY	10
ARTICLE 17	RECRUITMENT, SCREENING & INTERVIEWING & EMPLOYMENT	11
ARTICLE 18	LEAVES.....	11
ARTICLE 19	HEALTH AND LIFE INSURANCE	14
ARTICLE 20	DISCIPLINE	14
ARTICLE 21	GRIEVANCES	16
ARTICLE 22	BULLETIN BOARDS	19
ARTICLE 23	SHOP STEWARD	19
ARTICLE 24	WAGES AND CLASSIFICATIONS	19
ARTICLE 25	UNIFORMS.....	20
ARTICLE 26	PENSION PLAN	21
ARTICLE 27	TERM OF AGREEMENT.....	21

ARTICLE 1 PREAMBLE

A. THIS MEMORANDUM OF UNDERSTANDING, entered into this ____ day of _____, by and between the SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, its successors, lessees and assignees, hereinafter referred to as “DISTRICT” or “SMART”, and INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, AFL-CIO, MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE 190, PENINSULA AUTOMOTIVE MACHINISTS LOCAL LODGE 1414, hereinafter referred to as the “UNION”, in compliance with the amended Meyers-Milias-Brown Act of the State of California.

B. The use of the pronouns “he” or “she” and the suffix “men” or “women” shall not be interpreted to refer to members of only one (1) sex but shall apply to members of either sex.

ARTICLE 2 RECOGNITION

A. The Union has been acknowledged as the formally recognized employee organization of employees in the following job classes: **Vehicle Maintenance Technician, Laborer, and Facilities Maintenance Technician.**

B.

C. The parties agree that required meetings have been held between the representatives of the Union and of the DISTRICT concerning wages, hours, and other terms and conditions of employment, and both the Union and DISTRICT have complied with the requirements of the Meyers-Milias-Brown Act providing for such meetings and discussions.

ARTICLE 3 AGENCY SHOP

A. *General* - As a condition of continued employment, each regular employee in this Unit shall be a member of the Union or pay an agency shop service fee to the Union in an amount determined as set forth in subsection (b) below.

B. *Service Fee* - The service fee required shall be an amount not to exceed the Union's uniformly-applied standard initiation fee, periodic dues, and general assessments. The service fee shall be utilized only for activities related to the Union's duties as exclusive bargaining representative. In computing such amounts, the Union shall exclude expenditures for members-only benefits and Union expenditures for political and ideological purposes unrelated to collective bargaining, contract administration, and grievance adjustment. Any dispute as to the service fee or the amount thereof shall be directed solely to the Union, and the District shall not be a party to the dispute. The Union shall promptly refund to the District any amounts paid to the Union in error under this Agreement.

C. *Religious Objection* - Any employee otherwise required to pay a service fee under this Agreement, and who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations

shall not be required to join or financially support any public employee organization as a condition of continued employment. Such an employee shall be required as a condition of continued employment, in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this Agreement to one of the following four non-religious, non-labor charitable funds exempt from taxation under Internal Revenue Code Section 501(c) (3), as selected by the employee: Redwood Empire Food Bank; Special Olympics of Northern California; Canine Companions for Independence or Guide Dogs of America. Proof of the payments shall be made on a monthly basis to District and Union as a condition of continued exemption from the requirement of financial support to the Union. An employee claiming a religious exemption shall be required to file a written statement under oath or affirmation with the Union, which identifies the religious organization by name, if any, and which provides in detail that the employee and the organization meet all of the requirements for claiming the religious exemption.

D. *Disclosure and Reporting* - The Union shall keep an adequate itemized record of its financial transactions and, upon written request, shall make available annually to the District and to the employees who are members of the Union, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by the Union's president and treasurer or corresponding principal officer, or by a certified public accountant. The Union may satisfy the requirement by providing the District with a copy of the financial reports the Union files pursuant to the requirements of the federal Labor-Management Reporting and Disclosure Act of 1959 (29 U.S.C. Sec. 410, et seq.)

E. *Hold Harmless and Indemnity* - The Union expressly agrees to indemnify and hold the District harmless from any and all claims, demands, or other actions relating to the District's compliance with this Agreement. This hold harmless and indemnity agreement shall include, but not be limited to, employee legal actions of any sort or nature against the District based upon or related to this Agreement, and shall include any costs, expenses and damages incurred in any such action. Further, in the event that the District undertakes disciplinary action against an employee pursuant to this Agreement, this hold harmless and indemnity subsection shall cover all costs, expenses and damages incurred by the District in defense of a lawsuit.

F. *Change of Law* - In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Agreement is rendered unlawful by decision of a court of competent jurisdiction, this Agreement shall be either forthwith deemed amended to comply with the change or decision in question and those provisions not affected by the change in law shall remain in full force and effect. If this occurs, at the election of either party this provision may be reopened for further negotiations.

ARTICLE 4 DUES CHECKOFF

A. The Union will be granted permission by SMART to have regular dues of its member employees deducted from their paychecks, in accordance with the procedures prescribed by SMART.

B. Dues deductions shall be for a specified amount and shall be made only upon the voluntary written authorization of the Union member, which authorization meets all of the requirements for the assignment of wages as set forth in §300 of the California Labor Code. Dues deduction authorization may be revoked and the dues check-off payroll discontinued at any time by the Union member upon voluntary written notice to SMART.

C. The member employee's earnings must be regularly sufficient after legal and required deductions are made, to cover the amounts of the dues check off authorized. In the case of a member employee who is in a non-pay status during any part of the pay period and the salary is not sufficient to cover the whole withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.

D. Neither the Union nor the member employees shall be charged a service fee for the deduction of regular Union dues as hereinabove provided for.

E. Dues withheld by SMART shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified. Funds may also be transmitted by ACH or other accepted electronic banking process.

F. The Union shall indemnify, defend and hold SMART harmless against any claim made and against any suit instituted against SMART on account of check-off of Union dues. In addition, the Union shall refund to SMART any amount paid to it in error upon presentation of supporting evidence.

ARTICLE 5 BUSINESS REPRESENTATIVE ACCESS

A. Any authorized business representative of the Union shall have the right to contact individual employees working within the representation unit represented by their organization in the DISTRICT. A Union business representative shall have access to SMART premises at a mutually agreeable time to investigate or adjust grievances, or conduct other necessary Union business. Except for emergency circumstances, requests for access to the Rail Operations Center (ROC) and other SMART Operations facilities will be made forty eight (48) hours in advance.

B. DISTRICT facilities may be made available for meetings upon timely application by employees and Union. Such use shall not occur during regular duty hours, other than the lunch period. Application for such use shall be made to the designated Human Resources DISTRICT Representative under whose control the facility is placed.

ARTICLE 6 APPLICABLE LAW

A. The parties hereby acknowledge that this Memorandum of Understanding is subject to the provisions of the Meyers-Milias-Brown Act (Section 3500 through 3510 of the California Government Code) and all other applicable laws of the State of California. For the purpose of determining the conformance of the provisions of this Memorandum of Understanding with the

applicable laws of the State of California, each provision of this Memorandum of Understanding shall be deemed separate and servable, from all other provisions of this Memorandum of Understanding. Should any provision or provisions of this Memorandum of Understanding be found or become contrary to the applicable laws of the State of California either by judicial decision or amendment to the applicable laws of the State of California, such provision or provisions shall be deemed void and invalid for all purposes, but all other provisions of this Memorandum of Understanding shall remain in full force and effect unless the parties shall agree that to hold such other provision or provisions in full force and effect shall be inconsistent with the purpose and intention of this Memorandum of Understanding.

B. In the event there is a change in state or federal law which results in any provision of this Memorandum of Understanding being invalid or inconsistent with the law, the parties shall meet promptly concerning such provision.

ARTICLE 7 MANAGEMENT RIGHTS

A. The exclusive rights of the District shall include, but not be limited to, the right to determine the organization of District, as well as its purpose and mission; to set standards of service to be offered to the public; and, through its management officials, to exercise control and discretion over its organization and operations; to establish and effect administrative regulations which are consistent with law and the specific provisions of any collective bargaining agreements that may exist; to direct its employees; to take disciplinary action; to lay off its employees; to determine whether District goods and services shall be made, purchased, or contracted for; to determine the methods, means, and personnel by which the District's services are to be provided, purchased, or contracted; to determine qualifications for employment; to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the public.

B. All matters pertaining to the management of operations, such as the type and kind of service rendered to the public, the equipment used, workload, the administration of discipline and efficiency, the standards of hire, promotion and transfer of employees, and their discipline and discharge for cause are within the discretion of SMART. SMART's rules, policies and procedures, as may be amended from time to time, are necessary for efficient operations and infraction of these rules shall constitute cause for disciplinary action, up to and including discharge.

ARTICLE 8 LAYOFF NOTICE AND SEVERANCE PAY

A. District employees with seniority subject to lay off due to curtailment of forces, shall be given two (2) weeks (14 calendar days) advance notice of such lay off or two (2) weeks' pay in lieu of such notice. The provisions of this section shall not apply if notice of lay off is prevented by reason of fire, storm, major breakdown, labor dispute, or other cause beyond the control of DISTRICT.

B. Employees who quit without notice or who give less than two (2) weeks' notice, shall be paid only for time worked. Employees will have accrued, unused vacation and

compensatory time off cashed out. Any accrued, unused sick leave will be cashed out at a rate of 25%.

C. The DISTRICT will pay for two months of the employee's COBRA medical coverage provided the employee has one or more years of service. Note: Under CALPERS medical, the employee is eligible to receive an additional month of insurance coverage after separation from employment if the employee agrees to pay their portion of the premium (15%) prior to the start of COBRA eligibility.

D. Employees on layoff will be recalled to work in seniority order within classification. Employees on layoff shall remain on the seniority list for the purpose of recall for a period not to exceed twelve (12) months following layoff. Employees who are recalled within twelve (12) months will retain all seniority accrued in prior service. Benefits do not accrue during a layoff period.

E. Recognizing the concerns of the employees, DISTRICT acknowledges it is not its intent to reduce positions in bargaining units by subcontracting. DISTRICT commits to meet and bargain in a reasonable time in good faith with the union about concerns with the DISTRICT's subcontracting. As required per AB 2224, Section 105143 of the Government Code, the District agrees that it will not contract out the performance of services performed by or fairly claimable by the employees of the bargaining unit without the agreement of the accredited representative of that bargaining unit's employees.

ARTICLE 9 PROBATIONARY PERIOD

A. The probationary period shall be a trial period during which SMART evaluates the employee's ability, competency, fitness and other qualifications to do the work for which they are employed.

B. All new employees shall be on probation for twelve (12) months immediately following their date of hire. If an employee is absent from work for good cause during the probationary period, probation may, be extended day for day by SMART to allow the employee to complete the full twelve (12) months. New probationary employees may be disciplined or discharged at the total discretion of SMART and such actions shall not be subject to review under any provision of this Memorandum of Understanding.

ARTICLE 10 NO WORK STOPPAGES

The Union agrees that during the life of this Agreement there shall be no strikes, slowdowns, or any other form of work stoppage, including sympathy strikes and the DISTRICT agrees that there shall be no lockouts.

ARTICLE 11 SAFETY AND TRAINING

A. DISTRICT shall furnish necessary safety equipment as required for each respective job class covered under this MOU, which may include eye protection, hard hats, and safety belts. Employees working in rain or water shall be furnished with waterproof clothing and boots.

B. The Union shall cooperate with DISTRICT and with each employee in carrying out all pertinent rules and regulations dealing with health, safety, and welfare of employees promulgated by the Department of Industrial Relations of the State of California. All employees shall perform their duties in each operation in such manner as to promote safe and efficient operations of each particular duty as a whole.

C. Adequate first-aid equipment shall be maintained and provision shall be made for the safety of employees covered by this Memorandum of Understanding. DISTRICT shall arrange for adequate and prompt transportation to a hospital or doctor for any employee who is injured on the job and may require doctor's care, hospitalization, or both. DISTRICT shall post the name and address of the Workers' Compensation Insurance Carrier and information regarding the nearest medical clinic or hospital.

D. *Safety Boots* - Per SMART policy HRM-0020, Section 7 Clothing and Equipment, the DISTRICT will reimburse employees up to two hundred dollars (\$200) per fiscal year for the purchase of safety boots if required for the performance of their job duties. Documentation of purchase/payment is required for reimbursement.

E. *Prescription Safety Glasses* - Per SMART policy HRM-0020, Section 7 Clothing and Equipment, the DISTRICT will reimburse employees up to one hundred and seventy five dollars (\$175) per fiscal year for the purchase of prescription safety glasses if required for the performance of their job duties. Documentation of purchase/payment is required for reimbursement.

ARTICLE 12 SUCCESSOR CLAUSE

This Agreement shall be binding upon the successors and/or the assignees of the parties hereto, and no provisions, terms, or obligations herein contained nor the certification of the exclusive bargaining agent shall be affected, modified, altered, or changed in any way by the consolidation, merger, sale, transfer, affiliation, or assignment of either party hereto, nor affected, modified, altered, or changed in any respect whatsoever by any change of ownership or management by either party; or by any change, geographical, or otherwise, in the location of place of business of either party.

ARTICLE 13 UNION ACTIVITY

Neither DISTRICT nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of their rights to engage in Union activity.

ARTICLE 14 WORK SCHEDULES AND SHIFT BIDDING

A. The regular work day shall consist of eight (8) hours of work unless otherwise specified per an alternative work schedule agreement. The District work week begins on Monday and ends on Sunday.

B. Five (5) days of eight (8) hours each shall constitute a week's work for a full time employee unless an alternative work schedule agreement exists. Shift bids will be held every twelve (12) months or whenever a new shift is added. SMART will distribute shift schedules to be bid upon at least ten (10) days prior to the scheduled bid.

C. Employees shall bid shifts according to the departmental seniority order. Assignments will be made to employees in seniority order from bids submitted prior to the close of the bid period every twelve (12) months. Employees will be given confirmation for bids submitted. SMART reserves the right to deny a bid if an employee does not have the required skills or training for the position.

D. Each employee will submit their bid on the date designated. If an employee is absent for their assigned bid day, the employee may give a proxy bid in writing to a shop steward to bid for the employee. If an employee does not bid on the assigned bid day or fails to submit a proxy bid, the employee will fall to the bottom of the list and bid in the last position. Final results will be posted within twenty four (24) hours of the close of the bid at the SMART work facility where bidding members are assigned.

E. Employees on a leave of absence who will not be able to return to work for at least two (2) months of the bid period will not be permitted to bid, unless SMART and the Union mutually agree to permit the employee to bid. If the employee returns to work during the bid period, SMART will assign the employee to an open shift.

F. The Union shop steward will work with a SMART representative in processing the shift bids. All bids will be submitted in writing to the appropriate Division Superintendent or designee. The Superintendent will post copies of all bids submitted.

G. SMART reserves the right to determine staffing levels of daily assignments. If a shift becomes open on a temporary basis, and SMART determines to cover all or part of that shift, the coverage will be filled based on:

- (a) Availability within the Hours of Service Regulations, if applicable; and
- (b) By seniority order.

H. *Standby Pay*

(a) An employee on standby status will be paid the equivalent of four (4) hours pay at the employee's straight time rate for each twenty four (24) hour period the employee is on standby status, or for a period from the end of the employee's work shift and the beginning of the employee's next shift, if the standby assignment is less than 24 hours. Standby pay does not count toward the calculation of overtime.

Standby pay will be offset by any actual hours worked if called out to work. While on standby, the employee must be fit for duty.

(b) Any employee who is on standby until the next shift or for a twenty four (24) hour period and is called out for work shall be paid at the applicable rate of pay for all actual hours worked. Overtime rates will apply to all hours actually worked in excess of eight (8) hours per day or forty (40) hours per week.

I. *Compensatory Time Off*

(a) Employees may elect compensatory time off for any overtime work performed. Compensatory time off is earned at time and one half. Employees may accumulate a maximum of eighty (80) hours of compensatory time off. Once the maximum number of hours has been accrued, employees shall receive overtime pay per District policy and may not elect compensatory time off until they fall below the maximum eighty- (80) hour accumulation.

(b) No employee shall take compensatory time off without the prior approval of the employee's supervisor.

(c) Each employee who is separated from District service shall be entitled to payment for accrued compensatory time at the employee's base hourly rate of pay at the time of the employee's separation or as otherwise required by law.

ARTICLE 15 WORKERS' COMPENSATION

A. Workers' Compensation is a plan established by State Law under which payments are made to employees who become disabled due to accident or disease occurring as a direct result of their job. The cost of Workers' Compensation Insurance is paid entirely by the DISTRICT. If you suffer an industrial injury, this coverage entitles you to receive all medical, surgical, and hospital treatment essential to the care or relief of the effects of your injury. In those cases where an employee receives benefits under this plan and is granted sick leave during a disability resulting from an on-the-job injury, DISTRICT shall receive credit against any Workers' Compensation Insurance granted to him, until such leave is exhausted. Payments to the employee will not exceed 100% of regular base pay.

B. Employees injured on the job who seek medical treatment for their injury during their regularly scheduled work hours will be compensated at their normal rate of pay for the initial medical evaluation. Subsequent physician's visits, if necessary, will be charged to sick leave if not scheduled outside of the employee's regular working hours.

ARTICLE 16 SENIORITY

A. In reduction and restoration of forces, when the senior employee is qualified to perform the required task, seniority shall prevail.

B. When two or more employees in the same job classification, have the same hire date, date of birth will be the seniority tie breaker

C. Seniority shall be considered broken by:

1. Discharge for just cause.
2. Resignation, including failure to respond to recall within forty-eight (48) hours from receipt of registered mail or failure to return to work within fourteen (14) calendar days after a recall notice is issued.
3. Twelve (12) consecutive months of unemployment, unless employee is unable to work due to an on-the-job injury or illness, in which case this period is extended to twenty four 24 months.

ARTICLE 17 RECRUITMENT, SCREENING AND INTERVIEWING & EMPLOYMENT

A. When positions become available and authorized, DISTRICT will post the vacancy within DISTRICT, advertise outside as appropriate and at the same time notify the Union of such opening.

B. Applicants who meet the qualifications of the position description will undergo the District's selection process.

C. The DISTRICT will notify the Union of all new hires at least one week prior to the new employee's start date. All new hires will receive a new employee orientation on their first day of employment. The DISTRICT agrees to allocate a thirty (30) minute timeframe during the new hire orientation schedule for Union representatives to meet with the new employee(s). A Union representative will contact a representative of the District's human resources department at least twenty four hours in advance of the new hire orientation date to arrange a time to meet with the new employee during the orientation process. If Union does not wish to send a representative to the new hire orientation, they may provide written materials to the DISTRICT Human Resources Department which will be provided to the new employee.

D. The DISTRICT will provide the Union with employee contact information within 30 days of the date of hire pursuant to AB 119, Section 3558 of the Government Code

ARTICLE 18 LEAVES

A. All leave time, including Holiday, Sick and Vacation leave will be processed in accordance with District policy HRM-0022 Leaves, as of date of ratification, except as modified herein. From time to time it may be necessary to modify District leave policy as required by Local, State or Federal law. Should the District be required by law to modify a leave policy, the District will notify the Union in writing of the required change. Any other proposed changes not required by law will be subject to the provisions of the Meyers-Milias Brown Act.

B. *Holidays*

(a) The DISTRICT observes various District designated holidays each year. Regular full-time and part-time employees are eligible for paid District designated holidays. To be eligible for Holiday pay, employees must work or be in paid status on the employee's regularly scheduled work days the day before and the day after the holiday.

(b) Paid holidays are as follows:

1. New Year's Day - January 1st
2. Martin Luther King, Jr.'s Birthday, third Monday in January.
3. President's Day, the third Monday in February
4. Memorial Day, the last Monday in May.
5. Independence Day, July 4th.
6. Labor Day, the first Monday in September.
7. Veteran's Day, November 11th.
8. Thanksgiving Day
9. The day following Thanksgiving Day
10. Christmas Day, December 25th.
11. Two (2) Floating Holidays
12. Each day appointed by the Governor of the State of California and formally recognized by the Board of Directors as a day of mourning or other special observance.

(c) *Floating Holidays.* Two eight (8) hour days per year will be deemed as floating holidays, which may be taken at any time during the calendar year in which it is accrued provided a written request is made in advance and the supervisor approves such request in writing. Floating holiday pay will be pro-rated for part-time employees. Employees eligible for floating holidays are regular, Probationary, and at-will. Temporary and contracted employees are not eligible for floating holiday pay. Floating holiday pay must be taken in increments of eight (8) hours. Floating holiday hours must be used in the year that they are accrued and will not carry over from one calendar year to the next. If an eligible employee does not use their floating holiday hours during the calendar year, one eight (8) hour day may be paid out as cash. Floating holiday hours are not eligible to be paid out upon separation of employment from the District. New hires hired prior to June 1st of each year will receive two floating holidays. New hires hired between June 1st and August 31st of each year will receive one (1) floating holiday. New hires on or after September 1st will not receive the floating holidays for that year. Supervisor approval is needed prior to scheduling a floating holiday.

C. *Vacation Accrual and Pay*

(a) All regular and probationary full-time employees are eligible to accrue vacation leave based on hours worked on a maximum forty (40) hour workweek. Part-time employees who work a minimum of 20 hours per week shall accrue vacation on a pro-rata basis. Usage and accrual shall be governed by the same rules and regulations applicable to full time employees. Vacation accrual schedules can be found in District policy HRM-0022 – Leaves.

(b) *Vacation Buyback*. Each represented employee may request once a calendar year to receive payment for up to eighty (80) hours of accrued vacation hours, provided that there is a minimum remaining balance of eighty (80) hours following payment. Such requests may be made bi-weekly during any pay period.

(c) *Additional Vacation Time*. To allow for flexibility throughout the year, after the annual bid process been has completed, employees may request additional vacation or compensatory time off as needed. All such requests must be scheduled in advance and receive Supervisor approval. The District reserves the right to deny additional time off requests due to Operational needs.

D. *Sick Leave Accrual and Pay*

Regular and probationary full-time and part-time employees are eligible to receive sick pay. Each DISTRICT full-time employee will accrue up to 12 sick days (96 hours) per year, with no limit on accumulation. Regular part-time employees who work at least 20 hours per week are eligible to accrue paid sick leave on a pro-rata basis. In accordance with AB 1522, Article 1.5, Section 246 (b)(1), the minimum sick leave accrual rate for regular part-time employees who work at least 20 hours per week will be one hour per every 30 hours worked. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees. Use of sick leave will be consistent with District policy HRM-0022 Leaves, Section 3, Sick Time Accrual and Pay.

E. *Medical and Other Legally Required Leaves of Absence*

(a) Leaves of Absence are periods of time in which an employee is permitted to be away from work without being terminated or considered to have voluntarily resigned. Completion of the Probationary Period is required, except where state or federal laws require otherwise. Examples of circumstances where a leave of absence is appropriate are work-related disabilities, military duty and medical disabilities, (including pregnancy). In instances where the leave occurs during the Probationary Period, the Probationary period is extended by the time an employee is out on a leave. Leaves are generally unpaid time off, unless the employee is eligible for and has accrued time under the sick or vacation plans.

(b) The General Manager or designee, on a case-by-case basis, may grant a leave of absence (LOA), depending on the nature of the leave and the business needs at that time. It is the employee's responsibility to maintain contact by phone or in writing, with his/her supervisor and/or the Human Resources Department while he/she is on a LOA. The employee must provide documentation supporting the need for the leave (e.g., physician's visit certification) and keep it up-to-date. Any holidays that occur while an employee is on a LOA are not paid unless accrued sick, compensatory and/or vacation time on the day prior to and after the District holiday are being used. Vacation and sick time does not accrue during a leave if an employee is in unpaid leave status.

(c) All legally required leaves will be administered according to SMART policy HRM-0022 – Leaves. SMART reserves the right to update this policy as required to comply with changes in State, Federal or local laws.

ARTICLE 19 HEALTH AND LIFE INSURANCE

A. DISTRICT provides each employee with a comprehensive group insurance plan as outlined in District Policy HRM-0019 Employee Benefits.

B. New employees who work a minimum of 20 hours per week are eligible to participate in District health and welfare benefits on the first day of the month following their date of hire.

ARTICLE 20 DISCIPLINE

A. SMART has the right to discipline or discharge employees for just cause. SMART employs a progressive disciplinary program, which program may include, but is not limited to, counseling, verbal warning, written warning, suspension, and discharge. Disciplinary action may begin at any step in the program depending upon the seriousness of the infraction. The District will notify the employee and the Union by certified mail of the commencement of a disciplinary investigation within seven (7) calendar days of the District's knowledge of the act or occurrence.

B. The causes for which an employee may be disciplined or discharged shall include, but not be limited to, the following:

- (a) Dishonesty
- (b) Insubordination
- (c) Intoxication or use of alcoholic beverages or illegal drugs while on duty or on SMART property.
- (d) Sexual harassment or other harassment of fellow employees.
- (e) Serious Violation of SMART rules or policies.
- (f) Violation or non-compliance with Federal Railroad Administration rules and regulations.
- (g) Violence and/or threats of violence in the workplace.

C. SMART will inform regular employees in writing as to the reasons for a discharge or suspension.

D. Regular employees (those who have completed the Probationary Period) claiming that they were unjustly disciplined or discharged may challenge the discipline or discharge through the Discipline policy and procedures set forth in SMART's Discipline Policy, HRM-0018. HRM-0018 and any modifications thereto are incorporated into this Agreement and are binding on all parties. The Regular employee may be represented by the Union throughout the disciplinary process. Except as provided in paragraph E, no bargaining unit employee will be disciplined,

suspended or dismissed from the service until a fair and impartial formal investigation has been conducted by an authorized Department Manager.

E. Except when a serious act or occurrence is involved, or as required by Federal Railroad Administration regulations, a bargaining unit employee will not be held out of service in disciplinary matters before a formal investigation is conducted. A serious act or occurrence is defined in section B above.

(a) If a bargaining unit employee is held out of service before a formal investigation, the District may elect to put the employee on Administrative Leave of Absence with pay during the disciplinary process. Holding a bargaining unit employee out of service before a formal investigation or paying the employee for being out of service for less than a serious act or occurrence is not prejudging the employee.

F. The General Manager's or designee's decision shall only be appealed by the employee or by the Union on the employee's behalf to an Arbitrator selected by the Parties.

(a) The request for arbitration may be filed in writing with the Human Resources Department not more than ten (10) working days from receipt of the General Manager's decision, or the right to appeal the decision is forfeited.

(b) The decision will be resolved by an arbitrator, provided that the District and the Union agree on the issues to be arbitrated.

(c) As soon as possible, but no later than ten (10) working days, after receipt of the request for arbitration, the District and the Union shall select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall request a list of five (5) names from the State Conciliation and Mediation Services and shall strike names until an arbitrator is selected.

(d) Both parties will endeavor to submit the appeal to the arbitrator within twenty (20) working days after selection.

(e) The decision of the arbitrator will be final and binding on all parties.

(f) The Arbitrator(s) will neither add to, detract from nor modify or ignore the existing language of any District rules, policies or regulations in considering any issue properly before them. If the arbitrator sustains the decision, he/she shall fashion an appropriate remedy that does not conflict with any provisions contained in any District rule, policy or regulation.

(g) The Arbitrator(s) will expressly confine themselves to the precise issues being raised by the appeal and submitted to them, and will have no authority to consider any other issue not so submitted.

- (h) Any monetary award in favor of the employee is limited to lost wages and benefits suffered measured from the date of the imposed discipline forward. In no event will the Arbitrator(s) award any other type of monetary award, including, but not limited to, attorney's fees.
- (i) All expenses of arbitration will be shared equally by the District and the employee.
- (j) Failure on the part of the District or the employee to appear in any matter before an arbitrator, without good cause, will result in forfeiture of the matter and responsibility for payment of all costs of arbitration.
- (k) Mediation may be used by both parties to assist them in resolving the disciplinary matter. The decision to utilize mediation will be voluntary. Mediation may be held at any step prior to submission of the final appeal to arbitration.

ARTICLE 21 GRIEVANCES

A. A grievance must be in writing, and is defined as a complaint that there has been noncompliance with or a misinterpretation or misapplication of this Memorandum of Understanding or a work rule or resolution of SMART. Grievances will be processed in accordance with SMART policy HRM-0011 Grievance Procedure as modified herein.

B. Selection appeals, disciplinary action, examination appeals, release from Probationary period, complaints of discrimination, the content of performance evaluations and reviews are not grievable hereunder.

- (a) A grievance may be filed by an employee on his/her own behalf or by the Union.
- (b) If it is asserted that the grievance is outside of the scope of procedures or definitions contained herein, such assertion will be evaluated and ruled upon at each step. Such claim will not halt the further processing of the grievance until Step 4 of the resolution process is reached, as defined below. At Step 4, the General Manager will evaluate the assertion, and make a ruling prior to hearing the grievance on its merits.
- (c) "Working Days" shall be defined as those in a normal, five-day work week, Monday through Friday.

C. Grievance Time Limits

- (a) Time limits specified in each step of the procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing.
- (b) Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the party to whom the grievance is submitted to observe the time limits shall give the Union the right to move the grievance to the next level.

D. *Procedure.* The District recognizes that disputes should be resolved at the lowest possible administrative level. When the grievance is filed by a bargaining unit employee, the grievant may be represented by the Union or a Union Steward throughout the grievance process.

E. *Informal Grievance - Step 1*

(a) The employee will discuss the grievance with his/her immediate supervisor within ten (10) working days of the event giving rise to the grievance, or within ten (10) working days of when the employee knew of or could have reasonably discovered such action or occurrence. The supervisor shall give his/her decision to the employee within ten (10) working days following the discussion.

(b) Presentation of an informal grievance will be a prerequisite to the institution of a formal grievance.

(c) If the informal grievance is not resolved within ten (10) days, the grievant shall file a written formal grievance on a form provided by the Union and served on the District by providing a copy to the Manager or Designee.

F. *Formal Grievance*

(a) *STEP 2:* Within ten (10) working days, after a formal grievance is filed, the Department Manager will investigate the grievance, confer with the Union in an attempt to resolve the grievance and make a decision in writing.

(b) *STEP 3:* If the grievance is not resolved in Step 2 to the satisfaction of the Union, within ten (10) working days of receipt of the Department Manager's decision, the Union may request consideration of the grievance by the General Manager or General Manager's Designee, by notifying the Human Resources Department in writing.

1) Within ten (10) working days after such notification, the General Manager or Designee will investigate the grievance, conferring with person(s) affected to the extent he or she deems necessary, and will render a decision in writing.

2) If the written decision of the General Manager or Designee resolves the grievance to the satisfaction of the Union, it will bind the District.

3) If the Union is not satisfied with the decision of the General Manager or Designee or has not received a response within the time limits specified in Step 3, the Union may proceed to Step 4.

(c) *STEP 4 Arbitration:* Should the matter remain unresolved in Step 3 above, a final consideration of the grievance to Step 4, arbitration, may be filed in writing with the Human Resources Department not more than ten (10) working days from receipt of the General Manager or Designee's decision.

- 1) The grievance will be determined by an arbitrator, provided that the District and the grievant agree on the issues to be arbitrated.
- 2) As soon as possible, but no later than ten (10) working days, after receipt of the Step 4 request for arbitration, the District and the Union shall select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall request a list of five (5) names from the State Conciliation and Mediation Services and shall strike names until an arbitrator is selected.
- 3) Both parties will endeavor to submit the grievance to the arbitrator within twenty (20) working days after selection.
- 4) The Arbitrator(s) will neither add to, detract from nor modify or ignore the existing language of any District rules, policies or regulations in considering any issue properly before them. If the arbitrator sustains the grievance, he/she shall fashion an appropriate remedy that does not conflict with any provisions contained in any District rule, policy or regulation.
- 5) The Arbitrator(s) will expressly confine themselves to the precise issues being raised by the grievance and submitted to them, and will have no authority to consider any other issue not so submitted.
- 6) Any monetary award in favor of the grievant is limited to lost wages or benefits suffered measured from the date of the grievance forward. In no event will the Arbitrator(s) award any other type of monetary award, including, but not limited to, attorney's fees.
- 7) The decision will be final and binding on all parties.

(d) *General Considerations*

- 1) The Human Resources Department will act as the central repository for all grievance records.
- 2) All expenses of arbitration will be shared equally by the District and the Union.
- 3) Failure on the part of the District or the Union to appear in any case before an arbitrator, without good cause, will result in forfeiture of the case and responsibility for payment of all costs of arbitration.
- 4) The grievant's or Union designee's signature is required at each step of the grievance procedure.
- 5) A copy of the grievance will be provided to the General Manager at each step of the grievance process.

6) New issues if not set forth in the original grievance must be filed separately if timely.

7) Mediation may be used by both parties to assist them in resolving grievances. The decision to utilize mediation will be voluntary. Mediation may be held at any step prior to submission of the final appeal under Step 5 of the grievance procedure.

ARTICLE 22 BULLETIN BOARDS

A. Reasonable space shall be allowed on bulletin boards as specified by DISTRICT for use by the Union to communicate with DISTRICT employees. Material shall be posted upon the bulletin board space as designated, and not upon the walls, doors, file cabinets, or any other place. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely.

B. The Union may post within the employee work or rest area a written notice which sets forth the name and address of the Union, the recognized employee organization for such unit.

ARTICLE 23 SHOP STEWARD

The Union may select an employee in the recognized unit and/or work area to serve as Shop Steward. The Union shall notify DISTRICT, or its representative, in writing, of the appointment of a Shop Steward, and DISTRICT shall notify the Union of the Shop Steward's termination. The Shop Steward shall receive no loss in pay for performing duties of official Union Business, during his/her assigned shift, for this bargaining unit pertaining to negotiation and/or enforcement of the Memorandum of Understanding. The shop steward shall, as much as possible, perform their duties as a shop steward when not scheduled to work. If the shop steward must perform any duties during regularly scheduled work hours, it shall be kept to a minimum and shall not interfere with normal operations. The shop steward must request time off in advance to perform their duties during regularly scheduled work hours. Absent an emergency, the request must be in writing and submitted at least 48 hours in advance.

ARTICLE 24 WAGES AND CLASSIFICATIONS

A. Wages for this Unit of employees will be as shown below:

Job Class	Hourly Wage
Laborer	\$28.14
Vehicle Maintenance Technician	\$44.98
Facilities Maintenance Technician	\$35.13

B. Wages will be effective on the first day of the first full pay period following ratification of the Agreement. The pay schedule for District employees is bi-weekly, payable every

other Friday. Each pay period shall cover fourteen (14) consecutive calendar days and shall start on the Monday and end on the second Sunday thereafter. Employees shall be paid for each hour in pay status and other compensation five calendar days following the end of the pay period. If a holiday falls on said day, payment shall be made on the preceding work day.

C. Certification - During the term of this Agreement. DISTRICT will pay the registration fee and test cost for any certification tests taken related to the bargaining unit employee's job duties for tests required by the District.

D. *Temporary Promotion*

(a) When an incumbent in a position is on an extended leave or a position becomes vacant, the Department Manager may choose to fill a position by temporarily promoting an existing DISTRICT employee. In order to be considered for temporary promotion, the candidate must meet the minimum qualifications of the higher job class. Only such vacancies expected to last for thirty (30) days or longer may be filled by temporary promotion.

(b) When a regular employee is temporarily assigned to substantially fulfill the duties of a higher position for thirty (30) or more working days, the employee will be temporarily promoted, in writing, and given a temporary merit increase of 5% above the employee's current pay level in his/her regular position.

(c) A single assignment performed in a higher classification does not qualify an employee for temporary promotion pay consideration. Further, when the work associated with a vacant position is redistributed to several employees, rather than given to one individual on an interim basis, no single individual will be deemed to be working in a higher class and eligible for temporary promotion.

(d) When an employee is promoted to a position in which he or she has, immediately preceding the appointment, served in a temporary promotion capacity, the employee will be given time credit for the acting service. Credit shall begin on the effective date of the temporary appointment and will count toward the completion of the Probationary period in the new position.

(e) When the incumbent of the higher level class returns to work or is replaced on a permanent basis by another individual from an employment list, the individual promoted on a temporary basis will be returned to his/her former job class and rate of pay. Time spent in the higher job class will count towards seniority in the former job class.

ARTICLE 25 UNIFORMS

DISTRICT shall provide sufficient uniforms for employees as needed for performance of their respective job duties and will launder uniforms at no charge to employees.

ARTICLE 26 PENSION PLAN

A. CalPERS

(a) The DISTRICT and each employee, who is scheduled to work twenty (20) hours per week or who actually works one thousand (1,000) hours or more in a fiscal year, shall continue to contribute to the Public Employees' Retirement System in accordance with the applicable rules and regulations.

(b) Employees hired on or after January 1, 2013, the effective date of the new CalPERS Retirement Plan, (2% @ Age 62) shall be covered by the terms of that retirement plan.

B. 457b Deferred Compensation

(a) The DISTRICT has available to all employees a 457 b Deferred Compensation Plan. This plan allows employees to make voluntary contributions, on a pre-tax basis, for their own retirement savings. For employees hired after June 1, 2012, the DISTRICT will match employee voluntary contributions up to a maximum of 2% of annual base salary.

ARTICLE 27 TERM OF AGREEMENT

A. This Agreement shall become effective October 23, 2017 and remain in effect to and including June 30, 2019, and thereafter shall automatically be renewed from year to year unless either party shall give notice in writing to the other party at least sixty (60) days prior to the end of the initial term of a desire to amend, modify, or terminate this Agreement. If such notice or notices are not given, the Agreement shall be deemed to be renewed for the succeeding year.

B. IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto, having met and conferred in good faith, have caused their names to be subscribed this _____ day of _____, 20__.

C.

FOR DISTRICT

FOR THE UNION

APPROVED

RATIFIED

Deborah Fudge, Chair
Board of Directors

Tom Brandon
Business Representative

Attest

SMART NEGOTIATORS

IAM NEGOTIATORS

Pat Glenn, Chief Negotiator

Steve Older, Area Director

Lisa Hansley
SMART Human Resources

Jarvis Smothers
Employee Representative

Jessica Sutherland
SMART Assistant General Counsel

Garrett Hardisty
Employee Representative

**Resolution No. 2017-15
Sonoma-Marín Area Rail Transit District
November 1, 2017**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 2017-05 TO REVISE THE ANNUAL BUDGET FOR FISCAL YEAR 2017-18 TO PROVIDE FOR REVISED POSITION AUTHORITY

WHEREAS, as part of its approval of the Annual Budget for Fiscal Year 2017-18, the Board duly considered the annual expenditures necessary for the Sonoma-Marín Area Rail Transit District; and

WHEREAS, on June 21, 2017, the Board adopted Resolution No. 2017-05 approving the Annual Budget for Fiscal Year 2017-18; and

WHEREAS, Resolution No. 2017-05 considered the creation of employee positions and fixed the compensation and salary for those positions; and

WHEREAS, the Board desires to amend the Annual Budget to provide revised position authority and to increase appropriation authority for increased salary and benefit expenditures related to collective bargaining agreements.

NOW, THEREFORE, BE IT RESOLVED that the Fiscal Year 2017-18 Budget for the Sonoma-Marín Area Rail Transit District attached as Exhibit A to Resolution No. 2017-05 is hereby amended to revise Table 4, Fiscal Year 2017-18 Proposed Position Authorizations, to reflect position revisions shown below:

POSITION	FTE	Annual		Hourly	
		Low	High	Low	High
Facilities Maintenance Technician	2	-	73,070	-	35.13
Laborers	7	-	53,206	-	28.41
Vehicle Maintenance Technician	10	-	93,558	-	44.98

BE IT FURTHER RESOLVED that the Fiscal Year 2017-18 Annual Budget for the Sonoma-Marín Area Rail Transit District attached as Exhibit A to Resolution No. 2017-05 is hereby amended to include the following:

EXPENDITURES:

Operations Salaries and benefits \$169,390.

BE IT FURTHER RESOLVED except as specifically amended or supplemented by this Resolution, Resolution No. 2017-05, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally adopted, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of Resolution No. 2017-05.

**Resolution No. 2017-15
Sonoma-Marín Area Rail Transit District
November 1, 2017**

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 1st day of November, 2017, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

Debora Fudge, Chair, Board of Directors
Sonoma-Marín Area Rail Transit District

ATTEST:

Leticia Rosas-Mendoza, Clerk of the Board of Directors
Sonoma-Marín Area Rail Transit District