

# Collective Bargaining Agreement

## 2022-2024

*by and between*

### The Regional Transportation District



*Debra A. Johnson, General Manager and CEO*

*and*

### Amalgamated Transit Union Local 1001



*Lance L. Longenbohn, President and Business Agent*

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## **PREAMBLE**

We, the Regional Transportation District (RTD) and the Amalgamated Transit Union Local 1001 (ATU 1001), assemble in partnership this day and date as evidence of our commitment to delivering high-quality transit services throughout the Denver metro area, and of our commitment to the dedicated Union workers who consistently deliver those services.

In our commitment, we are all dependent upon one another.

RTD depends on ATU 1001 workers for its Strategic Plan to be the trusted leader in mobility, delivering excellence and value to its customers and community.

ATU 1001 workers depend on RTD for a healthy and prosperous work environment, which provides support and opportunity.

Meeting the needs of RTD and its ATU 1001 workers depends on a Collective Bargaining Agreement that engenders an effective and harmonious relationship conducive to collaboration and inclusion.

In recognition of the above, the RTD Leadership and the ATU 1001 Leadership are proud to present this 2022-2024 Collective Bargaining Agreement as the result of their good faith bargaining.



## **MASTER AGREEMENT**

This Agreement effective January 1, 2022 is by and between the Regional Transportation District, hereinafter called Employer or District and Amalgamated Transit Union, Local 1001 hereinafter call Union.

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

That in the operation of lines of the Employer, the parties subscribing hereunto do mutually agree as follows:

### **Article I GENERAL PROVISIONS**

#### **SECTION 1 Management-Union Relations**

The Employer agrees to meet in good faith with the duly elected representatives of the Union and attempt to resolve all questions arising between them. The Union fully agrees that within its ability each of its members shall render faithful service in their respective positions as outlined in the clauses of this Agreement. Furthermore, the Union will cooperate with the management of the Employer in the efficient operation of the System in accordance with the rules, regulations, and operating conditions as announced by the Employer, and will cooperate and assist in fostering cordial relations between the Employer and the public. There shall be no strike, sympathetic or otherwise, walkout, slowdown or work stoppage of any nature by any employee during the term of this Agreement. No employee in the course of employment shall be required to cross a lawful picket line of any Union local. There shall be no lockout by the Employer during the term of this Agreement. It is further agreed that the parties will adhere to this Agreement.

#### **SECTION 2 Term of Agreement**

This Agreement shall extend to and be binding upon the parties herein, their successors and assigns, and shall continue in full force and effect from January 1, 2022 through December 31, 2024. It shall continue from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the expiration date hereof, or any anniversary thereof, of its desire for change or changes to be made for the succeeding year. In such event, it is expressly understood between both parties that not later than thirty (30) days prior to expiration, the matters referred to in such notice will be taken up and negotiations carried on diligently and without delay for the purpose, and with one thought in mind, of reaching an amicable, satisfactory adjustment and understanding.

The Union is responsible for (a) distributing copies of the CBA to represented employees and as needed to the Employer, (b) maintaining the stock of printed CBA's.

The Employer shall reimburse the Union for one-half of the cost of the printing of the CBA.

### **SECTION 3 Recognition and Bargaining Unit**

- (a) The Union is hereby recognized as the exclusive bargaining representative of all covered employees as set forth in Article II, Section 10 for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment, and the Employer agrees to deal with it as hereinafter provided.
- (b) The Employer will not directly or indirectly interfere with or prevent the joining of the Union by employees qualified to become members of the same, nor will it discriminate against employees on account of membership or non-membership in the Union. The Union agrees that it will not in any way interfere with or limit the right of the Employer to discharge or discipline its employees for proper or sufficient cause except for membership in the Union.

### **SECTION 4 Additional Agreements between the Parties**

The Employer and the Union acknowledge that during the negotiations, which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and Agreements arrived at by the parties after the exercise of their rights and opportunities are set forth in this. The foregoing shall not be construed to prevent the parties voluntarily and mutually agreeing to discuss or negotiate any subject matter during the life of this Agreement. Unless extended in writing or incorporated into this Agreement, any side letters of Agreement existing prior to ratification of this Agreement shall be null and void.

### **SECTION 5 Rights of Management**

The management of the System and the direction of the working forces is vested exclusively in the Employer. The Employer shall continue to have all rights customarily reserved to management, including but not limited to the right to hire, promote, suspend, discipline, or discharge for proper cause; the right to relieve employees from duty because of reduction in work force or other proper reasons; the right to schedule hours and require overtime work; the right to assign work to locations; the right to create positions; the right to determine the number of classifications and staffing of classifications; staffing levels; and the right to establish rules pertaining to the operation of the System. The above-mentioned management rights are not to be interpreted as being all-inclusive, but merely indicate the type of rights which belong to and are inherent in management. It is understood that any of the rights, power or authority the Employer had prior to the signing of this Agreement are retained by the Employer, except those specifically abridged by this Agreement.

**SECTION 6**  
**Rights of Employees**

RTD respects the right of employees as set forth in this Collective Bargaining Agreement, under the Colorado Labor and Peace Act, and under state and local laws regarding the rights of public employees.

Recognizing that the public transit services RTD provides to its communities are dependent upon the people who perform this vital service, its employees, RTD additionally will continue to be committed to a philosophy of fairness, opportunity and equity.

**SECTION 7**  
**Affirmative Action/Equal Opportunity**

The parties understand and agree that the Employer, its successors and assigns, and the Union are subject to laws, regulations and requirements proscribing discrimination of various types and that these laws, regulations and requirements may change from time to time during the term of this Agreement. Furthermore, the Union understands and agrees that the Employer, its successors and assigns had and in the future will have various programs governing its affirmative action and equal opportunity efforts regarding all facets of employment involving, for example, race, color, religion, ancestry, sex, age, national origin, political preference, sexual orientation, gender identity, disability or Viet Nam era veteran status.

**SECTION 8**  
**13(c) Agreement**

The parties agree that the basic protective terms and conditions promulgated by the U.S. Secretary of Labor pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, and agreed to and executed by the parties on April 7, 1976, shall form the basis for all agreements between the Employer and the Union required under Section 13(c) or any successor legislation.

**SECTION 9**  
**Union Membership**

(a) Subject to the provisions of the Colorado Labor Peace Act, as amended, for so long as the same are applicable, all employees of the Employer in the System covered by this Agreement, or who are employed in positions covered by this Agreement, shall become members of the Union on the initial date of employment and shall remain members of the Union in good standing as a condition precedent to their continued employment. The Employer agrees upon the written authorization of an employee member of the Union to deduct from the pay of such employee dues owed the Union from the second payday of each and every month, and to forward the same to the Financial Secretary-Treasurer of the Union by Friday of the payday week. The Employer also agrees upon written authorization of an employee to deduct the

necessary amounts each pay period and to remit such amounts to the Secretary-Treasurer of the Credit Union of Denver.

(b) The Union will indemnify the Employer and hold it harmless for all loss by the Employer in complying with the dues deduction provisions of this Agreement.

(c) Part-time Retiree dues:

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

(d) COPE agreement:

1. RTD will withhold the funds per the member's request; and ACH the funds to the account provided by the Union within 2 working days after the pay period.
2. RTD will provide, by email, the Union with a report listing the participating members, the respective contribution amount, and total amount sent, within 2 working days of the pay period.

## **SECTION 10**

### **Discipline**

(a) The right of discipline is vested in the Employer; however, the Employer agrees to fully recognize and meet with the Union on any and all questions, grievances and differences that may arise between the parties. Informal corrective actions such as verbal or written counseling shall not be considered disciplinary action.

(b) Entries shall not be placed against the discipline record of any employee until the employee has been given the right of a hearing to respond to the charge(s) and the

charge(s) has been dispositioned. When an employee is called to the office on an issue that might result in disciplinary action, the employee shall cooperate in the investigation to the fullest extent possible. Employee shall answer to such specific charge or charges only. An employee and/or an agent of the employee so designated in writing shall be authorized to inspect the employee's personnel file in the presence of the designated representative of the Employer at a pre-arranged time and place consistent with the employee's work duties. In determining whether or not an employee is "at fault" for a current charge, the Employer may consider the employee's record from the prior one (1) year, or the employee's entire term of employment in the case of substance abuse violations. If the Employer determines that the employee was "at fault" for the charge, and if the range of possible penalties includes termination, the Employer shall consider the entire record in determining an appropriate penalty. Ride check reports done by represented instructors shall not be maintained in the employee's personnel file or serve as a basis for discipline; however, this shall not preclude the use of such reports in any proceeding under Article I, Section 11, Grievances/Arbitration.

- (c) Disciplinary suspension(s) will not permanently impair an employee's seniority.
  - (d) Any employee who is suspended or discharged from the service of the Employer and who, after an investigation, is found not guilty of the charge for which he or she was suspended or discharged, shall be reinstated and made whole at the employee's regular rate of pay for the time lost. If it is determined that the suspension or discharge was too severe for the offense, the employee shall be reinstated and paid such amount for the loss of time as may be determined to be just under the circumstances of the case. All disciplinary suspensions shall be scheduled to first allow completion of grievance meetings held through Step 2 of Section 11 of this Article. Employees on investigative suspension for disciplinary concerns shall be paid their voted daily run pay or eight (8) hours per day of straight time if no voted run is involved.
  - (e) All time frames referenced in this Section refer to days in which the employee is actually present at work. Within six (6) days after report of the specific offense, an employee shall be notified to come to the office. In the case of a charge involving continuous or repeated negligence or misconduct, such notification shall be within six (6) days after report of the last instance of such negligence or misconduct. If an employee is absent from work due to an investigative suspension, the time frame for RTD to issue a charging document shall be within ten (10) days of the employee's regularly scheduled days to work. In the case of such a suspension: the time frame for the employee to respond to a charge shall be within six (6) days of the employee's regularly scheduled days to work; and the time frame for RTD to disposition the charge shall be within six (6) days of the employee's regularly scheduled days to work.
1. When an employee is given a Request for Information (RFI), Notice of Attendance Infraction or other charging document, the employee shall sign an acknowledgement of receipt of the document.

2. The employee shall have six (6) days to respond to the charge, either by requesting a meeting with the manager or supervisor responsible for having conducted the investigation or, at the employee's discretion, the employee may provide a time-stamped written response in lieu of meeting personally with the employer.
  3. If a meeting is requested, the Employer will schedule one expeditiously. The employee may be accompanied by an accredited representative of the Union if the employee so elects. At the meeting, the Employer will present all evidence that the Employer considered to the current date in its investigation and in issuing the charge. The employee will cooperate to the fullest extent possible in this investigation. At the meeting, the employee shall be given a new copy of the charge, sign the new copy, and then the employee shall have six (6) days to respond to the charge.
  4. Failure to respond to the charge within the six (6) day time period—whether in the original 6-day time period under paragraph (2) above, or the 6-day time period after a meeting has been held pursuant to paragraph (3) above—may result in the Employer rendering a decision on the basis of those facts known to the Employer at the time of the preparation of the charge.
  5. From the date the employee gives a final answer to the charge, decisions shall be rendered within six (6) days.
- (f) When an employee is required to report to their supervisor concerning disciplinary action during non-work hours, the employee shall be paid for the actual time of the meeting at the employee's straight-time rate including the time spent waiting for the meeting. An employee so reporting and whose supervisor is unable to meet immediately with the employee shall make an appointment for a later time. If the supervisor is unavailable to meet at a designated appointment time, the employee will be paid fifteen (15) minutes at the employee's actual straight-time rate provided the employee has notified the appropriate individual of their presence.
- (g) Working suspensions may be agreed upon in lieu of unpaid suspension time. Employees on working suspensions shall be paid the entry-level rate of their classification.
- (h) Bus on shoulder:
1. Absent egregious circumstances like excessive speeding, discipline for a first time bus-on-shoulder accident for an RTD bus Operator will be reduced by one level (what would normally be a Class C would result in a Counseling Memo, a Class B would be reduced to a Class C, and a Class A would be reduced to a Class B).
  2. Bus Operators for RTD and its contractors shall have the discretion to decide whether or not to operate their bus on a shoulder.

## **SECTION 11**

### **Grievances/Arbitration**

- (a) Whenever the Union, or the Union on behalf of an employee, desires to take up any question or grievance of any kind for discussion with the Employer, a written request for a hearing must be presented by fax, email, or in person to the designated Employer representative within ten (10) calendar days from the time the grievance, question or complaint arises. The designated Employer representative shall sign and return the request. Issues that represent an error in wage rate computation or allowances may be submitted without a time limit by a Union representative on behalf of an employee who feels they have a legitimate claim. Step 1 grievance settlements will not be precedent setting. All class action grievances shall be submitted directly to Step 2 and shall follow the time frames of an appeal as specified in this Article I Section 11 (b) (2).
- (b) The following steps will be followed in resolving grievances:
1. Step 1: The parties will schedule a meeting expeditiously unless the parties mutually agree to a delay. The meeting shall be with the designated Employer representative(s), the employee and the Union representative(s) at a mutually agreed location. The attendance of the grievant at Step 1 is mandatory. Failure of the grievant to attend the hearing shall result in the withdrawal of the grievance. The Employer will provide a written decision to the Union representative within seven (7) calendar days from the date of the meeting.
  2. Step 2: If the grievance is not resolved, it must be reduced to writing and appealed to Step 2 within ten (10) calendar days from the certified receipt of the Step 1 decision. The appeal may be presented to the designated Employer representative by fax, email, or in person. The designated Employer representative shall sign and return the document. The parties will schedule a meeting expeditiously unless the parties mutually agree to a delay. Grievance meetings shall be conducted at a mutually agreed location. A written Step 2 decision shall be rendered within ten (10) calendar days from the date of the Step 2 meeting, or within ten (10) calendar days from the Employer's receipt of the appeal if no Step 2 meeting is held. If the Union elects arbitration, the Union shall provide written notification to the General Counsel for the Employer within fifty-five (55) calendar days of certified receipt of the Step 2 answer that it is taking the grievance to arbitration.
- (c) The Employer will provide the Union with a current list of individuals with authority to receive, hear, and answer grievances at each step of the grievance procedure.
- (d) Grievances shall provide the following information:
1. Name and signature of aggrieved employee and/or Union representative.
  2. Specific contract article, section and paragraph, if any, alleged to have been violated.
  3. Date and location of alleged violation.
  4. Complete statement of the issue.

5. Name of individual, if any, alleged to have violated the Agreement.
  6. Name of management representative to whom grievance is presented.
  7. Specific remedy desired.
- (e) Employees and/or Union representatives preparing or processing grievances shall not be entitled to compensation from the Employer.
- (f) Certified receipt of the Employer's grievance mailed response shall govern the determination of time limits in this Section 11. Failure of either party to comply with the time limits of this Section 11 will serve to declare the grievance settled in favor of the other party and no further action can be taken. Time limits set forth in this Section may be extended only by mutual written agreement between representatives of the parties.
- (g) If any question(s) shall arise between the parties subscribing to this Agreement in respect to the true intent and meaning of any provisions hereof, or in respect to matters of discipline, suspension, or discharge, and if the parties hereto find that the issue(s) involved cannot be amicably adjusted between themselves, such issue(s) shall be submitted upon request of either party to the other to Arbitration. In the case of a discharge or termination, all pending disciplinary matters relating to that employee shall be consolidated and heard together.
1. An arbitrator shall be selected from a list of seven (7) names submitted by the Federal Mediation and Conciliation Service. Either party may request that the panel provided by the FMCS be composed of arbitrators possessing technical/mechanical knowledge. This selection shall be made no later than fourteen (14) calendar days after receipt of the list. The Employer or the Union shall strike the first name. Thereafter, each shall alternately eliminate one (1) name until only one (1) name remains. The finding or decision of such arbitrator shall be binding upon the Employer, the Union, and the employee. The compensation of the arbitrator and all expenses of the arbitrator shall be shared evenly. If there is any matter submitted for arbitration, the issue(s) to be determined and specific remedy desired shall be specified in writing in the request for arbitration, which shall refer to the specific contract provisions, if any, involved.
  2. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement. Decisions in all matters before the arbitrator shall be rendered within thirty (30) calendar days from close of hearing or receipt of Post-Hearing Briefs.
  3. Any pending arbitration that is not set for hearing within eighteen (18) months from the date of demand shall be deemed settled based on the Employer's final answer unless the Union demonstrates that it was not responsible for the delay.
- (h) This subsection shall establish a means of expedited arbitration for specified matters.

1. Within fifty-five (55) days of receipt of the Employer's Step 2 response, the Union may elect expedited arbitration of any grievance, which, in its judgment, involves any disciplinary action, which resulted in a written warning or involved a suspension or other loss of pay of five days or less.
2. The parties may at any time mutually agree in writing to waive the process set forth herein and use non-expedited arbitration of any matter.
3. A permanent expedited arbitration panel of four (4) independent, experienced labor arbitrators shall be created. Appointment to the panel shall be by mutual agreement of both the Employer and the Union for a one-year period, commencing March 1 of each year or at such later date as both parties may agree. The parties shall agree on panel members on or before November 15 of the previous year. The parties shall confirm the availability of the selected arbitrators and agree upon the order of rotation. At that time, the parties may continue the current panel or may replace any arbitrator with one satisfactory to both parties. If any of the selected arbitrators become permanently unavailable during the course of his or her tenure, a new arbitrator shall be selected by the parties as soon as practicable.
4. On the second (2nd) Thursday of each calendar month, or as soon as practicable thereafter, the Union shall notify the arbitrator listed on the panel who next follows the last arbitrator to have held an expedited arbitration. That arbitrator shall hear all grievances that have been previously agreed upon by the parties.
5. Should the arbitrator so selected be unavailable at any time mutually convenient to the parties within the next thirty (30) calendar days, the next listed arbitrator shall be called upon to serve. It is the intent of the parties that all matters be heard within thirty (30) calendar days of the date notice is given to the arbitrator.
6. All arbitration shall be held at the Employer's principal business offices, currently 1660 Blake Street. There shall be no transcript made of the proceedings. Neither party shall be represented by an attorney. Written argument shall not be filed unless required by the arbitrator. The hearing shall proceed on the scheduled day and no continuances may be granted without good cause. The hearing shall be informal. All expenses of the arbitration shall be equally divided between the Employer and the Union.
7. The award shall be rendered promptly and unless otherwise agreed by the parties, no later than seven (7) days from the date of the closing of the hearing. The award shall be in writing and shall be signed by the arbitrator and, unless otherwise agreed by the parties, shall be issued no later than seven (7) days from the date of the closing of the hearing.. If the arbitrator determines that an opinion is necessary, it shall be in summary form. The finding or decision of the arbitrator shall be binding upon the Employer, the Union and the employee solely for the purposes of disposition of the grievance decided. Expedited arbitration decisions shall not set precedent as to any interpretation of the Collective Bargaining Agreement. (CBA)
8. The arbitrator or the parties by mutual written agreement may conclude during the hearing that the issues should be heard under the provisions of Subsection 11(g) of this Article. Such a decision shall operate the same as a timely notification that the Union wishes to proceed to non-expedited arbitration, and all applicable time periods shall toll. A new arbitrator shall then be selected and arbitration shall be held pursuant to the provisions of Subsection 11(g).

## **SECTION 12 Union Officers**

Any member of the Union who may be elected or appointed to any local Union office requiring the employee's absence shall be excused from employment, and on retiring from the office shall be given his or her place formerly held in the service of the Employer with seniority rights continuing. A list shall be provided to the Employer of all duly appointed chief stewards and assistant stewards. Elected chief stewards and assistant stewards having work to do for the Union shall be excused upon notification to the Employer of Union business requiring a brief absence from work. The local may appoint other employees who will be excused from work for Union business but for no more than an aggregate of one hundred (100) days of absence in any contract year. The Union must provide the Employer with a list of employees who have been utilized in the preceding month. Union representatives meeting with a representative of the Employer at any meeting required by Article I, Section 11, "Grievances/Arbitration," will not be compensated by the Employer.

## **SECTION 13 Employment, Re-employment, Layoffs**

- (a) Inverse occupational group seniority shall govern layoffs, and occupational group seniority shall govern reemployment of employees laid off, due to lack of work or events beyond the control of the Employer. Seniority rights shall be continuous in all respects. Qualifications may be considered as the basis for layoffs and reemployment of employees for occupational groups other than Transportation, Information Center, Support Services and Service Monitors.
- (b) Whenever a layoff occurs, those employees affected shall be eligible for recall for a period not to exceed twelve (12) months plus one (1) month for each month of master seniority held by the affected employee. Notice of recall shall be by certified mail, return receipt requested, addressed to the employee at the latest address on file with the Employer. The employee shall lose all rights to reemployment or reinstatement if:
  - 1. The employee fails to notify the Employer within thirty-six (36) hours after the receipt of notice of recall;
  - 2. The employee fails to report for duty within fifteen (15) days after mailing of the notice of recall; or
  - 3. The employee has been off the payroll for twelve (12) consecutive months plus one (1) month for each month of master seniority not to exceed twenty-four (24) consecutive months from the effective date of layoff.
- (c) An employee required to perform work in another classification shall be paid the entry level rate of that classification or the employee's regular rate of pay, whichever is greater, including shift differential, if any, qualifications and ability considered.
- (d) Contractual wage guarantees shall cease effective with the date and time of layoff. Employees will receive health and welfare benefits through the end of the month in which they are laid off. Recalled employees will receive health and welfare benefits

from the first day of recall, provided they work eighty (80) or more hours in the month of recall.

- (e) Should a position be abolished; the affected employee may displace the employee occupying the affected employee's former position if the position being abolished has been held by the affected employee less than six (6) months. If a position abolished has been held by the affected employee in excess of six (6) months, the affected employee will be placed in a new position commensurate with the employee's skill and ability.
- (f) Bargaining unit employees who accept a non-bargaining unit position and who are subsequently laid off from the non-bargaining unit position shall be restored to their last bargaining unit position, but at the bottom of the seniority list of that occupational group.

## **SECTION 14**

### **Posting of Jobs/Promotions**

- (a) When vacancies occur or new positions are created, it will be the policy of the Employer to promote employees with full regard to their seniority and qualifications except as otherwise provided in this Agreement. Except for employees bidding laterally, permanent employees bidding upon vacated or new positions may be interviewed to determine their qualifications and experience. If no qualified employee bids for a posted job, the Employer may hire a qualified new employee. Qualifications being equal, positions shall be awarded according to seniority in the following order: occupational group seniority, department seniority and RTD master seniority.
- (b) All bargaining unit positions covered by this Agreement shall be posted as permanent positions for a period of three (3) calendar days, excluding the first day of posting, Saturdays, Sundays and holidays. Each posting shall include the position title, pay rate, and department. In the maintenance division, except for relief positions, each posting shall also include shift, hours, and days off. Relief positions shall designate initial division and shift.
- (c) When any position is filled, the name of the successful applicant, together with a list of all other applicants, shall be posted within fourteen (14) calendar days after the close of the advertisement. Employees who are awarded a position and subsequently withdraw their bid will be charged for a bid as though they had accepted the position.
- (d) All regular full-time employees may bid on posted positions except those employees on probation (Article I, Section 16), serving a qualifying period (Article I, Section 17) or in training. These employees may not bid until completion of the probationary, qualifying or training period, except that general repair mechanics will not be restricted from bidding laterally during the qualifying period. The only exception would be if the Employer and Union agree that an employee can bid sooner.

- (e) Employees will not be awarded more than two (2) job openings in any twelve (12) months from the date of initial award. However, if an employee bids on a job and that job is subsequently eliminated through a job pick, such bid shall not be counted for the purpose of determining job awards as set forth in this paragraph. Initial staffing of a new facility shall not be considered as one (1) of the two (2) annual job awards. Transfer date for an employee bidding to a new position shall be established within thirty (30) days of award. If the transfer date exceeds twenty (20) working days, the employee will be paid the hourly rate of the higher paying position effective with the twenty-first (21st) day, provided the employee is available to perform the new duties.
- (f) All bids must be completely filled out, signed, and punched in the time clock by the employee or they will not be entitled to consideration. An employee on vacation may pre-bid for any desired position that may occur during the vacation period. An employee on medical leave or on-the-job injury may pre-bid for any desired position that may occur during such absence so long as the employee will assume the duties of the awarded position within twenty (20) calendar days from the date of award. Such pre-bid will be considered with bids submitted by other employees for the vacancy and shall be void upon return from vacation, medical leave or an on-the-job injury.
- (g) Reliefs:
1. The Employer may create relief positions for maintenance division employees, information specialists or in any other classifications mutually agreed upon by the parties. An employee entering any of these classifications shall be assigned to the relief position as provided in Article IV, Section 7 "Maintenance Division Reliefs" or Article V, Section 4 "Reliefs: Telephone Information Center". The work schedule for reliefs will be arranged on a five (5) days worked and two (2) days off or a four (4) days worked and three (3) days off if a four/ten's position is being relieved, whenever possible. When necessary, employees may only be worked on one of their days off subject to the overtime provisions of this Agreement unless the employee volunteers to work more than one of their days off.
  2. Three Maintenance Division Relief positions will be established in Group VII Maintenance Sign Out Clerks
  3. Maintenance Division Relief positions will be established in Group VI Parts Clerks not to exceed ten percent (10%) of the total number of employees in the group.
- (h) Vacancies created by sick leave, vacation, on-the-job-injury or special projects of less than fifty (50) calendar days in the maintenance department shall not be posted. Such vacancies will be filled at the discretion of the Employer. Projects or reassignment(s) in the maintenance department of fifty (50) or more calendar days shall be filled by reliefs. Such workforce realignment shall be accomplished via a job pick of all relief employees. In those occupational classifications where reliefs exist

and an employee is qualified, such vacancies will first be filled from available relief employees.

- (i) Vacancies for occupational classifications without relief positions will be filled in the following manner:
  - 1. Sick leave, medical leave or on-the-job injury will be filled at the discretion of the Employer for the term of the vacancy.
  - 2. Vacation or special projects of less than fifty (50) calendar days shall not be posted. Such vacancies will be filled at the discretion of the Employer.
- (j) The position of Master Mechanic shall be posted and awarded based on qualifications. Seniority will be the determining factor if all qualifications are equal.
- (k) Nothing contained in this Agreement is to be construed as an abridgement of the right of the Employer to abolish or consolidate positions.
- (l) Part-time bus Operators may bid on CBO postings at any time during their employment. CBOs may apply for Part-time bus Operator positions at any time during their employment.
- (m) An employee's qualifying test score shall be valid for a period of six (6) months in the event the position is awarded to another employee. An employee who fails a qualifying test shall not be eligible to retake a test for the same position for three (3) months. Upon request, any employee who has failed a qualifying test may have the general areas of deficiency reviewed with them.
- (n) Employees bidding into different occupational groups:
  - 1. If the employee's current wage rate is lower than the top wage rate of the occupational group bidding into, they shall maintain their current wage rate.
  - 2. If the employee's current wage rate is higher than the top wage rate of the occupational group bidding into, they shall assume the top wage rate of the new occupational group.
- (o) Vacancies in larger groups such as Group 1(a) General Repair, Group III(a) Service Person and Group III(b) Service/Vault Puller will be filled in the following manner: Management will first endeavor to obtain volunteers, lacking any volunteers the position may be filled using inverse seniority within the affected Division which causes the least amount of movement to the membership.
- (p) Vacancies in Group II(a) Body Mechanic will be filled in following manner: Management will first endeavor to obtain volunteers, lacking any volunteers the position may be filled using inverse seniority first within the affected Division, second within Group II(a) Body Mechanic whichever causes the least amount of movement to the membership.

**SECTION 15**  
**Seniority Rules and Regulations**

- (a) Seniority shall be on the following basis:
1. RTD Master Seniority. RTD master seniority shall commence with the first day of hire; however, for an employee in training, RTD master seniority shall commence with the first calendar day following completion of training.
  2. Department Seniority. Departments shall be defined as Bus Transportation, Bus Maintenance, Facilities Maintenance, Light Rail Transportation, Light Rail Maintenance, Commuter Rail Transportation, Commuter Rail Maintenance, Office and Clerical, and Service Monitors. For a new hire, department seniority shall be identical to RTD master seniority. Department seniority for a present employee bidding into a new occupational group shall commence with the date of award of the new position.
  3. Occupational Group Seniority. Occupational groups shall be defined as those occupational groups set forth in Article II, section 10 of this Agreement. For a new hire, occupational group seniority shall be identical to RTD master seniority. Occupational group seniority for a present employee bidding into a new occupational group shall commence with the date of award of the new position.
- (b) Occupational group seniority shall determine the location of work assignment and date/time for vote(s). Within occupational groups, employees moving from one position to another in the same group shall retain seniority in that group.
- (c) Seniority lists shall be maintained by the Employer and submitted to the Union prior to each system vote and vacation vote. If no corrections are requested within fifteen (15) calendar days the list will be considered correct and no changes will be made. An employee who has failed to challenge the seniority list shall not be considered to have waived their right to a challenge in a subsequent vote.
- (d) Movement between departments shall be limited to once per year per employee in order to fill vacated positions. Such vacated positions shall be posted in accordance with the provisions of Article I, Section 14, "Posting of Jobs/Promotions."
- (e) In the event an employee elects to fill a vacancy in or is sent back to their immediate former occupational group, the employee will be credited with all previous occupational group seniority, less the time spent in another occupational group. Seniority in the former occupational group shall cease to accrue as of the effective date of the award of the new position.
- (f) Seniority shall accrue only in the employee's present occupational group.
- (g) An employee who permanently transfers from one occupational group to another and who is, within ninety (90) calendar days, dropped on account of a reduction in force will be permitted to return to the occupational group from which the employee originally transferred, with continuous seniority rights, provided the employee is not the junior member of the former occupational group. The employee will revert to the former position within the occupational group unless that position has been

abolished, in which case the employee may displace the most junior employee to them in the former occupational group.

- (h) Temporary transfers, at the Employer's request, from one occupational group shall not affect the employee's seniority rights in the occupational group from which the employee is temporarily transferred; nor shall the employee acquire or exercise seniority rights because of such temporary transfer.
- (i) An employee promoted or transferred to a position external to the bargaining unit shall retain frozen seniority for six (6) months after departure from a bargaining unit position. All seniority rights will be relinquished six (6) months following promotion or transfer to a non-bargaining unit position.
- (j) This sub paragraph (regarding Group II employees) in its entirety shall be frozen, void, and of no force and effect for all employee groups during the term of this Agreement. The parties agree to allow the current Group II employees to remain in the program until attrition occurs. The parties further agree to discuss a plan for the re-introduction of a career path program at such time as staffing levels increase such that a program will not adversely affect the scheduling of other employees. The Employer shall not utilize a bargaining unit employee in a non-bargaining unit position in excess of one hundred (100) workdays per contract year, and shall not utilize the employee thereafter in a non-bargaining unit position unless the employee accepts a permanent non-bargaining unit position. Hourly wages for bargaining unit employees utilized in a non-bargaining unit position shall be reported separately from bargaining unit payroll costs in any financial reports prepared by RTD in which bargaining unit and non-bargaining unit payroll costs are separately reported.
- (k) Part-time employees bidding to full-time positions outside of their group may continue to receive Master, Occupational, and Voting seniorities based on their transfer date to the full-time position.

## **SECTION 16**

### **Probationary Employees**

- (a) The probationary period for all new hire employees shall not exceed ninety (90) calendar days and shall commence on the first day following completion of initial training. The provisions of this Agreement apply to probationary employees only with regard to rates of pay and Union membership.
- (b) Probationary periods may be extended on a day-for-day basis equivalent to actual workdays lost.
- (c) Upon written notification to the Union, an employee's probationary period may be extended by an additional thirty (30) days. The notification shall include a reason as to why the probationary period is being extended.

- (d) Upon completion of the employee's probation, the disciplinary record during probation shall not be considered in the administration of any other disciplinary action as contemplated under the provisions of Article I, Section 10 of this Agreement

## **SECTION 17**

### **Qualifying Employees**

- (a) The qualifying period for permanent employees bidding into new departments or classifications shall not exceed ninety (90) calendar days and shall commence on the first day of actual work, excluding initial training, in the new department or classification. There shall be no qualifying period for full-time employees moving laterally within occupational classifications. Excluding initial training, the qualifying period for temporary employees moving laterally into permanent full-time positions shall not exceed sixty (60) calendar days and shall commence on the first day of actual work in the full-time position.
- (b) If the Employer determines during the qualifying period that the employee has not been satisfactorily fulfilling the performance standards of the new job or vacancy, the Employer will:
1. Return such employee to his or her former position, or
  2. Assign the employee to a vacant position commensurate with the employee's skill and ability.
- (c) Qualifying periods may be extended on a day-for-day basis equivalent to actual work days lost.
- (d) Employees who are disqualified from a classification shall not be eligible to bid back to that classification for a one (1) year period. If the disqualification was for medical issues that no longer exist, this restriction shall not apply.
- (e) The employer agrees to furnish the Union a list of classifications that requires an initial training period and the duration of each training period. The list shall be updated should the initial training period of any classification change.
- (f) During either the initial training period or the qualifying time, the employee may voluntarily elect to return to their previous position.

## **SECTION 18**

### **Training**

- (a) An Operator relieved from their regular assignment to report to the Training Department shall be paid their run pay for time spent breaking in or retraining on equipment and/or new routes. In all other cases, an Operator shall be paid at the Operator's current straight-time rate for actual time spent breaking in or retraining on equipment and/or new routes. All other employees shall receive their applicable rate of pay for actual time spent in training.

(b) There shall be no loss of pay for any employee participating in training.

(c) Employees shall not be mandated for training on their days off.

## **SECTION 19**

### **Maximum Percentage of Part-Time Employees**

Unless otherwise specified, the maximum number of part-time employees within an occupational group (as a percentage of the number of full-time employees within that group) shall not exceed: 25% for groups of 1 to 49 full-time employees; 23% for groups of 50 – 99 full-time employees; and 21% for groups of 100 or more full-time employees.

## **SECTION 20**

### **Rebuilt Parts**

(a) RTD shall notify the Union when buying a rebuilt part or parts.

(b) Generally, RTD may not buy rebuilt parts. RTD may buy rebuilt parts rather than rebuild them in-house if:

1. New OEM-quality parts are not available; or
2. The sole purpose in doing so is to increase stock of that part (in quantities RTD deems necessary, while still rebuilding suitable existing parts already in stock); or
3. The internal parts required to rebuild a component is/are not available OEM or the substantial equivalent of OEM; or
4. The Unit Shop is not reasonably capable of rebuilding a part due to lack of any or all of proprietary information, required expertise, or necessary equipment.

(c) For all parts that RTD rebuilds in-house, RTD will keep all usable cores.

(d) All restrictions on the purchase or use of rebuilt parts contained herein do not apply to parts obtained or used pursuant to warranty repair and/or replacement.

(e) Preventative measures will be taken to avoid the incorrect purchase of rebuilt parts. RTD will develop a process to “flag” any incoming rebuilt parts that are not already on an approved list of properly obtained rebuilt parts. The flagging process and list of approved parts shall be open to Union inspection, as shall all parts’ storage areas within RTD. The Union has the right to request records or specific information on any rebuilt parts it may discover on RTD premises.

(f) RTD agrees to work with the Union on suggestions for rebuilding vehicle parts and to consider purchasing such reasonable and necessary equipment. Our mutual goal is generally to rebuild parts in-house when it is less expensive to do so. Suggestions made by the Union will be taken into consideration by RTD for feasibility of in-house rebuilding. In making its decision on rebuilding parts, RTD will also consider the need for employee training as a factor.

**SECTION 21**  
**Modified Workweek (Four/Tens)**

- (a) It is the parties' intent to utilize modified workweeks in all job classifications where it is practicable to support employee quality of life, and to increase job attraction and retention.
- (b) Both parties agree to allow effective changes to workweek, vacations, holidays, sick leave, overtime and other pay structures that may arise to ensure success of the four/tens model. RTD will make no changes inconsistent with the Collective Bargaining Agreement. Initially the modifications are as follows:
- (c) The normal workweek of employees in such groups shall consist of four (4) consecutive days, with three (3) consecutive days off, with a minimum of ten (10) hours per day. The parties may also agree to establish four/tens for any other occupational group or groups, and the agreement of the Union must be in writing, signed by the President of the Union. In making such agreement, additional provisions of this agreement may be modified as necessary to adapt to the particular group(s) operational needs.
- (d) Paid time off and overtime for employees with four/ten workweeks will be in accordance with the following Sections in Article II:
  - 1. Section 1-Vacations: paragraph (j)
  - 2. Section 2-Holidays: paragraph (n)
  - 3. Section 8-Sick pay, Leaves of Absence, Days Off: paragraph (a), 6.
  - 4. Section 11-Overtime: paragraph (l)
- (e) All employees impacted by this agreement will be converted to the hourly time keeping system from work days.
- (f) RTD and the Union will each select three (3) team members who will meet quarterly or more frequently if needed, by agreement of the parties, to analyze the effectiveness of the modified workweek and coordinate the potential expansion of modified workweeks to other job classifications. In order to analyze the effectiveness of a modified workweek the members of the joint management/labor team shall mutually develop, implement and utilize performance indicator metrics. This provision exists to increase recruitment and retention by exploring the potential of a more favorable work week for employees; and it is not a waiver of management rights to establish scheduling.

**SECTION 22**  
**Represented Employee Emails**

- (a) RTD may create and provide each represented employee or any group of employees with a work-related email account.
- (b) Such an email account may be used by an Employee to provide information to RTD such as safety concerns and other business-related matters. Employees may also

use their email to obtain information about benefits, payroll information (including upcoming pay checks), and other job-related information.

- (c) The delivery of any information by means of an email shall not trigger any time frames or requirements for action under the CBA, MOU's or any RTD policy.

### **SECTION 23**

#### **Union Vending Machine Rights**

- (a) RTD allows the Union to enter into agreements with a vending contractor to provide food and beverage in some RTD buildings where represented employees perform their work, to provide employees with access to food and beverage vending machines. (A list of the location of the vending machines will be provided by the Union)
- (b) Revenues from these vending machine agreements shall go to the Union's Welfare Fund, which is used for the benefit of Union members and their families.
- (c) ATU and its vendor will coordinate with the applicable facilities manager/supervisor when replacing/installing or removing a vending machine.
- (d) ATU will require that its vendor maintain insurance that covers any damage to RTD property that occurs during the installation or removal of a vending machine and will cooperate in the making of a claim if necessary.



**Article II**  
**EMPLOYMENT COMPENSATION AND BENEFITS**

**SECTION 1**  
**Vacations**

(a) Every full-time employee covered by this Agreement will be allowed vacation according to the following schedule:

Amount of Continuous Service	Number of Work Weeks of Vacation
12 consecutive months	1
2 consecutive years	2
5 consecutive years	3
12 consecutive years	4
20 consecutive years	5
28 consecutive years	6

(b) Vacations will not be cumulative but must be taken in the period for which granted or forfeited. An employee who is unable to avail himself or herself of the privilege will be paid the balance of the allowance at the end of the vacation year. Vacation allowances to which an employee is entitled shall be paid in the event of termination of service for any reason if the employee has not received a vacation in the current vacation period. Upon termination of service, any employee who has more than two (2) consecutive years of service with the Employer shall be entitled to prorated vacation pay on a one-twelfth (1/12th) per month basis.

(c) The Employer will determine the number of employees who will be permitted to absent themselves from duty at a particular time. Unvoted vacation slots will remain available throughout the year for vacation changes. Management may also at its discretion defer the taking of a vacation when such action is necessary or advisable in order to best serve the interests of the Employer. Employees will be permitted three (3) solid week vacation change(s) during the vacation year except as outlined in "f" below. Up to three (3) single vacation days, once voted, may be changed by Operators provided these changes are requested with at least seven (7) days advance notice. All other classifications may request changes with less than seven (7) days advance notice.

(d) Unless otherwise provided in this Agreement, vacation pay will be paid at the time the vacation is taken and will be calculated as follows: The base hourly rate in effect at the time the vacation is taken, multiplied by forty (40) hours per week, multiplied by the number of weeks of vacation eligibility. Following six (6) months of employment, employees will be permitted to use one (1) week of vacation in either single days or as a solid week block.

(e) Vacation Boards shall be posted in each facility eight (8) weeks before the vacation year begins. The vacation year shall be defined as starting with the Sunday closest to the beginning of May and ending with the Saturday closest to the end of April.

Vacations shall be selected in accordance with the employee's occupational group seniority.

- (f) Employees may split their vacation as many times as desired in multiples of complete workweeks. Employees with more than two (2) weeks of vacation are required to vote at least one solid vacation week. The vacation week shall be defined as Sunday through Saturday. Employees may vote vacation on an individual daily basis provided work schedules permit, or float single vacation days. Operators wishing to exercise the option of floating single day vacations must designate their intention prior to the development of the annual vacation board. During the vacation vote, employees may adjust floating single vacation days to a vacation week, or vice versa, based on availability. During the vacation year employees may trade single vacation days for vacation week blocks or may trade vacation week blocks for single vacation days.

Single Vacation Days:

1. The Employer will maintain a system which will provide employees the ability to view the single vacation day availability.
2. Employees desiring to take a single vacation day(s) will submit a written request not less than three (3) calendar days prior to the desired day(s) off.
3. The Employer will respond to the request for time off within two (2) calendar days of receipt of the request. Single vacation days will be granted consistent with operating requirements. Preference will be given in the order of the receipt of the requests.
4. Single vacation days granted in conjunction with an employee's regular days off will exempt that employee from being mandated for day off work on those regular days off.

Employees requesting unpaid time off must exhaust all unvoted vacation accruals prior to being granted unpaid time off. No more than five (5) unpaid days off will be granted to any employee in any vacation year.

- (g) Previously voted vacation weeks which become available during the vacation year shall be posted for revote.
- (h) When an employee's anniversary date will entitle the employee to an additional week of vacation during the vacation year, the additional vacation or parts thereof may be taken prior to the anniversary date.
- (i) A retiring employee may elect to take vacation and retire immediately thereafter. The District will continue to pay for and/or deduct contractually mandated fringe benefit contributions through the period of vacation. The employee, through the vacation period, will be permitted to initiate any medical or dental claims incurred and be reimbursed consistent with the terms of the appropriate medical or dental plans. A retiring employee may elect to immediately retire and receive a vacation

pay-off without actually taking vacation time. In this situation, District benefit contributions will be paid consistent with the last actual date worked. Any benefit claims will be considered consistent with the last date worked.

- (j) Four/ten workweeks: Vacation weeks shall be converted to hours based on forty-hour weeks. Payment will be on the basis of forty hour weeks or ten (10) hours vacation per day, otherwise Article II Section 1(a) shall apply. One combined vacation calendar shall be created which has both employees working five/eighths and four/tens.

## **SECTION 2**

### **Holidays**

- (a) So far as practicable, employees shall not be required to work on the following guaranteed holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, the employee's anniversary date of employment and the employee's birthday. In addition, employees will be granted one (1) floating holiday each year. Management will designate the specific day the holiday will be taken for non-floating holidays.
- (b) Floating holidays: The period for using floating holidays is September 1 through August 31 of each year. Employees are no longer required to select their floating holiday on an annual pick basis. In accordance with operating requirements, employees will be given added flexibility toward taking floating holidays on short notice. Employees desiring to use a floating holiday will submit a written request not less than three (3) calendar days prior to the desired day off. The Employer will respond to the request within two (2) calendar days of the receipt of the request. Preference for use of floating holidays will be given in the order of the receipt of the requests. Floating holidays observed in conjunction with an employee's regular days off will exempt that employee from being mandated for day off work on those regular days off. An employee who is unable to avail themselves of the floating holiday shall be paid out at the end of the floating holiday period.
- (c) Holiday pay plus straight time shall be paid for work performed on the above-mentioned holidays or the day on which the holiday is celebrated.
- (d) Employees who are available for work but unable to work their regular run or shift because of a holiday schedule shall be paid eight (8) hours at straight-time rate.
- (e) Of the total pay time provided in the foregoing paragraphs, only the portion representing straight-time payments for time actually worked is to be included in the basic hours subject to overtime calculations.
- (f) Only employees who have completed their probationary period will be entitled to holiday pay under the provisions of this Section.
- (g) In order to qualify for holiday pay for an unworked holiday, employees otherwise

eligible for such pay under the terms of this Section must work their regularly scheduled day immediately preceding the holiday and their regularly scheduled day immediately following the holiday unless they have been previously excused from such work by the Employer, or unless they were prevented from working by a bona fide illness and furnish an excuse which is satisfactory to the Employer. Employees who are scheduled to work on the holiday must work a minimum of four (4) hours in order to qualify for the holiday pay.

- (h) An employee required to work on a holiday which is also the employee's scheduled day off shall be paid holiday pay plus time and one-half (1-1/2) for hours actually worked.
- (i) Any holiday occurring during the final vacation of a retiring employee shall be paid to the employee.
- (j) Anniversary and Birthday Holidays: The period for using anniversary holidays and birthday holidays is January 1 through December 31 of each year. Anniversary and birthday holidays may be observed on the day the holiday occurs by notifying the supervisor forty-eight (48) hours in advance. When an anniversary or birthday holiday occurs on an eligible employee's regular day off, the employee may observe such holiday on the preceding workday or immediately following workday, provided the employee notify the supervisor forty-eight (48) hours in advance that they will take the preceding or following workday off. Employees will have the option to use an anniversary holiday or birthday holiday as a floating holiday with supervisor approval as outlined in paragraph (b) above. An anniversary or birthday holiday observed in conjunction with an employee's regular days off will exempt that employee from being mandated for day off work on those regular days off. An employee who is unable to avail themselves of the anniversary or birthday holiday shall be paid out at the end of the anniversary holiday and birthday holiday period.
- (k) Holiday work: The Employer will determine the number of employees required to work holidays by shift, location, occupational classification and qualifications.
- (l) Maintenance: Two weeks prior to a holiday, the Employer will post a sign-up list for all employees who wish to volunteer to work on the holiday. The employer will select from this volunteer list by seniority within shift, location, occupational classification and qualifications, the number of employees to fill the shifts first from the employees who are regularly scheduled to work on the day of the holiday, then from the employees who are not regularly scheduled to work on the day of the holiday. If an insufficient number of employees volunteer, the employees with the least seniority by shift, location and occupational classification, and qualifications shall be required to work. Five (5) days before the holiday, the list of employees working the holiday will be posted and all vacation will be frozen for the holiday with no vacation requests or changes being accepted until after the holiday.
- (m) Operations: Based on the determination of the number of employees required to work on a holiday, passes for employees scheduled to work the holiday, insofar as practicable based on operational needs, will be made available by seniority bid

within shift, location, occupational classification and qualifications.

- (n) Four/ten workweeks: Holidays not worked shall be paid for eligible employees at eight (8) hours per holiday. The employee may use two (2) hours of unvoted vacation or overtime to supplement their pay to equal ten (10) hours for that holiday. Employees who are scheduled to work on the holiday must work a minimum of five (5) hours to qualify for holiday pay; otherwise Article II Section 2 shall apply. Any partial days of vacation may be taken in accordance with Article II, Section 1. One combined holiday list shall be created which has both employees working five/eighths and four/tens.

### **SECTION 3 Free Transportation**

Authorization for free transportation in the form of an identification card shall be granted to:

1. Employees.
2. Spouses or one dependent of employees while living with the employee.
3. RTD will issue a Lifetime identification card to retiring employees and their designated Immediate Family Member when the retiring employee is over age fifty-five (55) with at least five (5) years of service. RTD will also issue Lifetime badges to retiring employees under age 55 with at least twenty (20) years of service and to permanently disabled employees with at least five (5) years of service.
4. The spouse of employees covered by paragraph (3) hereof while living with the employee. In case of a regular, full-time employee's death, the surviving spouse shall receive an identification card until death or remarriage.
5. RTD has agreed, subject to the operating requirements of the District, to reasonably permit represented employees (other than bus and rail Operators, and Commuter Rail Engineers and Conductors) to adjust their start and stop times up to 30 minutes, as necessary, to permit them to use public transportation to get to and from work.

### **SECTION 4 Health and Welfare Benefits**

- (a) The Employer agrees to participate with the Union in a Health and Welfare Trust. The Trust will provide health and welfare benefits, including but not limited to medical and dental care and sick benefits. The Trust will be administered by six (6) Trustees, three (3) to be named by the Union and three (3) to be named by the Employer. In addition, the Union and employer shall each name one alternate trustee, who may only officially act or vote if needed to establish a quorum.
- (b) The District's contribution to the Health and Welfare Trust shall be one thousand one hundred seventy dollars (\$1,170.00) per month per full-time employee. The District will make the health and welfare contributions for employees on leaves of absence for elected union officer positions. The Union will propose no increase to the coverage that cannot be supported by the assets of the Trust as determined by an

actuarial review. The District shall contribute six hundred thirty three dollars (\$633.00) per month per participating part-time employee into the Health and Welfare Trust for the term of this Agreement. Effective each year on the annual effective date of this Agreement the Employer will contribute additional amounts per employee to the Trust as determined by the Board of Trustees. Required contributions by part-time employees who participate in the Trust shall be determined by the Board of Trustees, based on the available coverage selected by the part-time employee. It is recognized and agreed by the parties that the Health and Welfare Trust shall be amended, as necessary, to include participation by the retirees. Required contributions for retiree coverage shall be determined by the Board of Trustees, based on the available coverage selected by the retirees. The Employer, after written authorization from the employee, will also deduct from the employee's paychecks and remit to the Trust, amounts as determined by the Trustees in accordance with the Health and Welfare Program.

- (c) The payment by the Employer of the amounts specified in paragraph (b) above will relieve the Employer of any obligation with respect to medical care for employees, drugs, the operation of a medical department and benefits for time off due to sickness or injury other than those covered by the provisions of Article II, Section 8 of this Agreement or the Colorado Workers' Compensation Act and any life insurance protection on active and retired employees.
- (d) The Employer is self-insured and shall provide the equivalent benefit of one hundred thousand dollars (\$100,000.00) felonious assault insurance for each bargaining unit employee as set forth in the union labor life insurance company group policy C-2881 maintained at the RTD/ATU 1001 Health and Welfare Benefits Office.
- (e) The District shall pay for the cost of any physical exam required by the U.S. or Colorado Department of Transportation regulations. The physicians shall be selected by the District. Any employee taking such exam shall be paid one and one-half (1-1/2) hours at straight time. Employees may elect to receive their physical from their own physician provided the physician is qualified to perform DOT physicals. The District will not pay for any physical that is not performed by its providers; however, the District will pay the one and one-half (1-1/2) hours of straight time for a DOT-mandated physical examination so long as the examiner conducting the exam is an approved provider listed in good standing on the Federal Motor Carrier Safety Administration National Registry in accordance with 49 C.F.R. 390 Part D. The District will pay one-half of the fee for a CDL endorsement on the driver license of an employee who desires to have that endorsement. The District will pay all of the fees associated with the renewal of the CDL hazmat license.
- (f) Probationary employees shall not be eligible for coverage until the first of the month following sixty (60) days from the initial date of hire or as determined by the Trustees of the Health and Welfare Trust.
- (g) If monthly premiums are increased, the Employer will make additional contributions. The amount of the additional contributions will be determined by the Board of Trustees.

## **SECTION 5**

### **Retirement Benefits**

- (a) Pension Plan. There is in effect an employee defined benefit plan (“Pension Plan”) for all full-time and part-time employees covered by Local 1001 hired before January 1, 2023.
1. The Pension Trust consists of six (6) Trustees, with three (3) Trustees selected by the Employer and three (3) Trustees selected by the Union. In addition, the Union and Employer shall each name one alternate Trustee, who may only officially act or vote if needed to establish a quorum.
  2. The Pension Plan is governed by and subject to the Agreement and Declaration of Trust (“Trust Agreement”) and the Plan rules and regulations (“RTD/ATU 1001 Pension Plan”).
  3. The contributions to the Pension Trust will be shared by the Employer and the employees on the following basis: The Employer’s contribution to the Pension Trust shall be fifteen percent (15%) and the employees’ contribution to the Pension Trust shall be five percent (5%). It is understood that the cost of the Pension Plan will include administrative and other fees necessary for the operation of the Pension Plan.
  4. The Employer guarantees the payment of benefits to each participant and beneficiary of the pension plan pursuant to the RTD/ATU 1001 Pension Plan. The Employer will make a one-time contribution of \$160,000,000 no later than April 1, 2022 to ensure the Pension Trust is funded long-term and to increase the benefit multiplier for those participants hired on or after January 1, 2011 through December 31, 2022 to two percent (2%), applied retroactively to the employee’s hire date.
- (b) Defined Contribution Plan. The Employer and the Union will create a Defined Contribution Retirement Plan for employees hired on or after January 1, 2023.
1. The Defined Contribution Trust will consist of six (6) Trustees, with three (3) Trustees selected by the Employer and three (3) Trustees selected by the Union. In addition, the Union and Employer shall each name one alternate Trustee, who may only officially act or vote if needed to establish a quorum.
  2. The Trustees will establish rules and regulations for the Defined Contribution Plan.
  3. Employer Contribution. The Employer will contribute an amount equal to nine percent (9%) of the employees’ wages to the Defined Contribution Plan.
  4. Matching Contribution. In addition to the Employer contribution above, the Employer will contribute a 100% matching contribution on voluntary employee contributions up to five percent (5%) of wages to the Defined Contribution Plan.

## **SECTION 6**

### **Court Attendance**

- (a) An employee shall be entitled to compensation by the Employer when an employee is called by the police department as a witness or is taken from the employee's regular work by the Employer to report at court as a witness or otherwise, in connection with cases instant to or arising out of the performance of the employee's duties. The employee shall be paid at the employee's regular rate of pay for time actually lost, less witness fees, provided the employee (1) notifies their immediate supervisor and (2) reports for and resumes assigned duties immediately upon the employee's release from the police department or court. Except where the employee fails to complete the accident report in the first instance, any time required of employees by the Employer in looking up witnesses and making additional reports shall be paid at the regular rate for the actual time lost or consumed. If the employee does not suffer any loss of time, the regular rate of pay shall be paid to the employee for actual time consumed at the police department or court, less any witness fees the employee may receive.
- (b) Unless otherwise specified, regular full-time employees, when called for jury duty, will be allowed the difference between the jury pay and the daily compensation they would have earned had they remained on the assignment. Extra board operators shall be paid on the basis of eight (8) hours per day.
- (c) Unless otherwise specified, regular full-time employees who report for jury duty and are not used will report to their immediate supervisor for work. Such employees will not be required to perform work for which they are not qualified and will not be required to work hours which do not reasonably approximate the hours which the employee normally works.
- (d) An employee on second or third shift shall, at the employee's request, be moved to day shift during the week(s) the employee is scheduled for jury duty. Employees released from jury duty are expected to report to work pursuant to subsection (c) above.
- (e) RTD Court is when an employee is excused from their regular duties by RTD and directed to attend to matters in court on behalf of RTD or having been called by the police department as a witness. The time spent engaged in such activity would normally be compensated time in keeping with the Collective Bargaining Agreement, Article II, Section 6.
- (f) RTD Court does not cover an employee going to court for personal matters, including a traffic citation they may have received while driving an RTD vehicle. In those instances, the employee will be excused but not compensated. The District will work with the employee to determine if any change in schedule can be made that provides the employee the ability to work a modified schedule and time to attend court.

## **SECTION 7**

### **Cost of Living**

There will be a quarterly cost of living adjustment (COLA) of one cent (\$0.01) per hour for each forty-five one-hundredths (45/100) of one (1) point change in the Bureau of Labor Statistics cost of living index (CPI-W), Denver/Boulder, through the February, 1981 adjustment.

The first adjustment under the provisions of this Section will be affected in the pay period nearest the first day of May, 1980, and will be determined by a comparison of the January 1980 Index and the November 1979 CPI-W Index of 248.6. The cent-per-hour increase or decrease resulting from this calculation will be multiplied by 1.5 to allow for a quarterly period on the May 1980, November 1980, May 1981 and November 1981 adjustments. Adjustments due in August 1980, February 1981, August 1981; and February 1982 will be determined by a comparison of the applicable index and the November 1979 CPI-W Index of 248.6.

All occupational group classifications will be increased by the same cents-per-hour change; however, when an employee in a progression step is moved to a higher progression step, the new progression percent shall be applied to the top rates for the occupational group.

If the most recent Denver/Boulder cost of living index (CPI-W) available indicates a decrease downward, cost of living adjustments downward shall be made upon the same basis as provided for increase.

If the Bureau of Labor Statistics cost of living index (CPI-W), Denver/Boulder, is revised from its present form or method of calculation or is discontinued, the Employer shall continue to pay on the same basis as provided in this Agreement.

Notwithstanding the above Section, this Section in its entirety shall be frozen, void and of no force and effect during the term of this Agreement and any extensions thereof.

## **SECTION 8**

### **Sick Pay, Leaves of Absence, Days Off**

#### **(a) Sick Pay**

1. All employees shall accrue and be entitled to use paid sick leave as follows:
  - i. Full-time employees will accrue 1 hour of sick time for every 30 hours worked starting from their hire date through the first 6 months of employment. After six (6) months they accrue sick time at the rate specified in paragraph 2, below.
  - ii. Part-time employees, including seasonal employees and Retiree Operators will accrue 1 hour of sick time for every 30 hours worked starting on their hire date for the duration of employment.
  - iii. Unpaid sick time and unexcused absences are not included in the calculation for paid sick leave accrual.
  - iv. An employee begins to accrue paid sick leave when employment with RTD begins and may use accrued paid sick leave as it is accrued.

- v. Employees are not required to present documentation to take paid sick leave. If the employee is out for 4 or more days, then RTD may require the employee provide documentation upon their return.
  - vi. Non-safety sensitive employees (and safety sensitive employees using paid sick leave to care for a family member) may provide their own writing that leave was for a HFWA need if they are unable to obtain a document from their provider without added expense.
  - vii. Safety sensitive employees using sick leave for their own personal injury or illness must provide documentation including their general nature of illness and, if not yet returning to work, an expected return date.
  - viii. Employees may use their paid sick leave accrual to care for family members, as defined in the federal FMLA or the Colorado HFWA.
  - ix. Employees may be paid for partial absences using their paid sick leave accrual in increments as small as .25 hours (15 minutes) and will be expected to follow existing call-in procedures.
  - x. An occurrence cannot be charged when an employee is receiving the first 48 hours of paid sick leave in each calendar year, as follows:
    - xa. Paid sick leave taken for an employee or a family member;
    - xb. Partially paid sick absences; and
    - xc. An absence that includes all or part of the first 48 hours of paid sick leave taken during the year.
  - xi. Once an employee has used 48 hours of paid sick leave in a calendar year, they will be subject to the provisions of section 4 of the RTD attendance policy, to the extent that the policy does not conflict with the HFWA.
  - xii. Receiving 1<sup>st</sup> and 2<sup>nd</sup> day sick pay is not subject to a minimum accrual balance requirement to be paid for the 1<sup>st</sup> and 2<sup>nd</sup> day; and there is no cap on how many times an employee may be paid the 1<sup>st</sup> and 2<sup>nd</sup> day.
  - xiii. All sick pay will be paid directly by the employer.
2. For all full-time employees one (1) day of sick leave for each month worked will be credited to each employee who has completed at least six (6) months of continuous service. Upon retirement or any voluntary ending of employment not resulting from misconduct or discipline after twenty (20) years of service, an employee shall be paid eight (8) hours at their current straight-time hourly rate for every sixteen (16) hours of accrued sick leave. Unused accumulated sick leave will be carried forward subject to the maximum allowable standing credit of one hundred seventy (170) days. Employees with a standing credit of one hundred seventy (170) days of sick leave will be credited for accumulated sick leave throughout the calendar year(s) and paid at the straight-time hourly rate at the end of the calendar year on the basis of eight (8) hours for each twenty-four (24) hours of sick leave exceeding the standing credit.
  3. Sick pay benefits will not be paid for injury or sickness if the employee is physically able to perform other work offered by the Employer and the employee declines to accept such work.
  4. Operators reporting for work after sick leave or medical leave shall do so not later than 11:00 a.m. for the day board and not later than 4:00 p.m. for the night board

on the preceding day. Operators working matinees will be required to call the Employer before 11:00 a.m. on the preceding day. Represented employees, other than Operators, shall report not later than their regular starting time.

5. Written medical documentation of illness or injury may be required for absences of four (4) or more consecutive workdays whether pay is requested or not. Proper medical documentation must include a general nature of illness in addition to the date the employee was seen by the provider.
6. Four/ten workweeks: Sick leave under Article II Section 8 shall be converted to hours instead of days, and payment under that Section is at the rate of ten (10) hours per day from the employee's Sick Leave Accrual. For all other purposes in that Section, one day shall equal eight (8) hours. For example, accrual of one (1) day per month means eight (8) hours accrual per month.

(b) Light duty

A light duty program may be established by the Employer. The terms of the program shall be as follows: Employees with work related injuries/illnesses who refuse work under this program will not be eligible for benefits. When directed by the Employer, participation in this program by individuals with work related injuries shall be mandatory. When offered by the Employer, participation in this program by employees who are off work due to non-work related injuries shall be voluntary.

General Provisions:

1. Employees participating in this program shall be paid their regular rate of pay when working in the program.
2. It is anticipated that any employee who is placed in this program will be able to return to their regular duties when released to maximum medical improvement by their medical provider.
3. The employee's treating physician will determine the applicable physical or mental restrictions that will determine the tasks an employee is assigned prior to the employee's placement in the program.
4. The location and shift of the assignments shall be reasonably comparable to the employees regular work assignment or shall be by mutual agreement of the parties.

Non-work related injury participants:

Employees who suffer a non-work related injury will be offered light duty work on a voluntary basis if such work is available

(c) Medical Leave

1. Upon written request, accompanied by medical certification, the employee may be granted a medical leave of absence. A medically incapacitated employee will

be permitted to work only with the written permission of a physician and as long as the employee is able to perform the duties of the employee's job. The leave of absence may be extended when requested in writing and accompanied by a letter from the attending physician stating that the extension is necessary. To return to the employee's job after medical leave, the employee must have a written release from a physician stating that the employee is able to perform the duties of the employee's former job. An employee returning from medical leave will be returned to the employee's job with no loss of seniority or pay status. The Employer reserves the right to request that the employee submit to an examination by a medical doctor of the Employer's choosing and at the Employer's expense.

2. Accumulated sick leave shall be used toward medical leave.
3. For employees with less than two (2) years of service, no personal leave of absence shall extend beyond six (6) months in duration absent mitigating circumstances. For employees with two (2) or more years of service, no leave of absence shall be granted that exceeds one (1) year in duration absent mitigating circumstances. Employees shall be given sixty (60) day notice of the approaching end of the leave period.

(d) Workers compensation leave

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

6. If an employee is required to miss work for ongoing treatment of a workers compensation injury for which they are not entitled to lost wages under Colorado law, they may elect to use other available paid time (such as a floating holiday or sick or vacation time) to be paid for such absence.
7. This does not apply to the current initial waiting period under Colorado law (currently three days) before an employee is entitled to lost wages.
8. Such time off shall not be chargeable under the Attendance Policy.

(e) Unpaid Leaves of Absence

1. Upon written request, an employee may be granted an unpaid leave of absence or series thereof not to exceed ninety (90) calendar days. Unpaid leaves of absence may be granted as operating requirements permit and are at the sole discretion of the Employer. Written approval by the Employer must be obtained by the employee. Employees requesting an unpaid leave of absence must exhaust all unvoted vacation accruals prior to being granted unpaid time off. A leave of absence may be extended upon receipt of a written request by the employee and with the written approval of the Employer. Sick leave and vacation accruals shall continue only during the first thirty (30) days of a leave of absence.
2. Authorized leaves of absence shall be without loss of seniority. Upon return from leave of absence, the employee may return to his or her former position.
3. The employee may make full Health and Welfare benefit payments, including Employer portions, during the time of the leave. If the employee is delinquent in making the above payments, the employee will no longer be a participant under the Health and Welfare program.
4. An employee may be required to pass a physical examination at the employer's expense prior to returning to work.
5. No employee shall receive pay for any holiday occurring during a leave of absence.
6. Employees shall report for work after leave of absence on the same basis as set forth in paragraph (a), 4, of this Section.

(f) Bereavement Leave

A regular, full-time employee shall be entitled to payment for regular work hours commensurate with actual time of attendance, not to exceed three (3) regular work days, for the employee to attend the funeral or funeral service of a member of the employee's immediate family (spouse, children, stepchildren, parents, stepparents, brothers, sisters, parents-in-law, grandparents, grandparents of spouse, or grandchildren). Payment shall only be made for regular work time lost upon verification of bereavement. An employee on vacation, holiday, scheduled days off, sick leave or absent for any reason shall not be entitled to bereavement leave reimbursement. Employees, at their option, may choose to use two (2) sick

days in conjunction with any bereavement leave as stated above.

(g) FMLA

Employees taking FMLA leave for personal illness shall have the option of using accrued sick leave subject to the provisions of the sick leave policy. Subject to the provisions of the Vacation Section (Article II, Section 1), employees requesting unpaid FMLA for an immediate family member must use any unvoted vacation prior to taking unpaid time off. Employees may, at their discretion, use voted vacation in lieu of taking unpaid time off.

(h) Return from Leave

Absent mitigating circumstances, an employee shall be terminated for failure to return to work on the first scheduled workday after expiration of a leave of absence or if the employee accepts employment during a leave of absence. Absent mitigating circumstances, employees who are absent for four (4) consecutive days without approval and without maintaining contact with the Employer shall be considered as having voluntarily resigned their position. Notification of the separation shall be sent via certified mail to the employee's last known address.

(i) Medical examination

The Employer reserves the right to request that an employee submit to an examination by a medical doctor of the Employer's choosing and at the Employer's expense. If the employee is cleared to return to work by the Employer's medical doctor, the employee shall be paid for all lost work time while being examined.

(j) Donation of sick leave to co-workers

1. Any donating employee may designate a one-time donation of one (1) to five (5) of their sick days to be credited to a recipient employee.
2. Any donating employee has forever waived any claim they had to donated sick days as soon as the form is executed by them and turned in to RTD.
3. Donating employees shall be made aware that any reduction in their sick bank may affect their current or future eligibility for benefits.
4. The Union is responsible for determining who is eligible to participate as a recipient employee, and for posting bulletins seeking donations of sick days. Each bulletin will have a deadline date for the submission of any sick day donation form. A copy of any such bulletin (or a letter describing the terms of the bulletin) shall be provided to labor relations and payroll department before a bulletin is posted.
5. Sick days may only be donated to employees for whom the Union has posted an official bulletin.

6. The recipient employee must have either exhausted their sick leave or be projected by medical documentation to be unable to return to work long enough that they are expected to exhaust all available sick leave.
7. The recipient employee cannot be currently receiving short term disability, long term disability or workers' compensation benefits.
8. The recipient employee must have a catastrophic illness or injury that: poses a direct threat to life or well-being, requiring extensive medical treatments or rehabilitation which creates an economic hardship for the employee and their family; requires additional time away from work for at least 3 days after the exhaustion of all accrued paid leave; and fits the definition of a "catastrophic illness or injury" in the RTD salaried sick leave donation program (part 13.14).
9. The Union will indemnify RTD and hold it harmless from any claims, suits, liabilities, damages, losses, and costs arising out of this program.

## **SECTION 9**

### **Allowances/ Incentives**

- (a) In addition to regular straight-time hourly wage, any regular full-time employee, other than a bus or rail Operator, whose regular work shift starts after three o'clock p.m. (3:00 p.m.) and prior to eleven o'clock p.m. (11:00 p.m.) or who has a regular work shift of which fifty percent (50%) or more falls between these hours, shall receive a premium of one dollar and seventy-five cents (\$1.75) per hour for time actually worked.
- (b) In addition to regular straight-time hourly wage, any regular full-time employee, other than a bus or rail Operator, whose regular work shift starts after eleven o'clock p.m. (11:00 p.m.) and prior to four o'clock a.m. (4:00 a.m.) or who has a regular work shift of which four (4) hours or more falls between these hours, shall receive a premium of two dollars and twenty-five cents (\$2.25) per hour for time actually worked.
- (c) Employees, other than bus and rail Operators, who work a split shift, shall receive a premium of forty-five cents (\$.45) per hour. Employees, other than bus or rail Operators, who are required to work a split shift that falls under the time frames of subsections (a) or (b) above shall receive the higher of the two premiums.
- (d) Minimum time allowances shall not be included in calculating overtime and only one penalty or premium shall be invoked in any one particular instance.
- (e) All bus and rail Operators who work a split shift run shall receive an incentive payment of two dollars (\$2.00) per hour for all hours of such split run.
- (f) Operators who are mandated to work, or otherwise volunteering to perform extra work beyond their normal work assignment, shall be paid overtime pay one and one half time (1½) in accordance with Article II, Section 11, plus two dollars (\$2.00) per hour paid at the overtime rate if in overtime status.

- (g) Central Warehouse Parts Clerks who maintain a CDL with a hazmat endorsement shall receive a premium of fifty cents (\$0.50) per hour for all hours worked.

**SECTION 10**  
**Occupational Classifications and Wage Rates**

- (a) January 1, 2022: Each occupational group will receive a sixteen (16) percent wage increase.
- (b) January 1, 2023: Each occupational group will receive a four (4) percent wage increase.
- (c) January 1, 2024: Each occupational group will receive a four (4) percent wage increase.
- (d) The above wage increases shall be applied to all currently negotiated wages for all represented employees.
- (e) All represented employees will receive a bonus of five hundred dollars (\$500.00) which shall be grossed-up for taxes upon ratification of the contract.
- (f) All wage increases, certifications, premiums, incentives, and allowances shall be paid retroactively to the January 1, 2022 effective date of this Agreement to all affected employees. The new wage rates and the retroactive payments shall be implemented no later than the May 10, 2022 pay cycle.
- (g) Initial six (6) month wage progression steps will be added to each occupational group with length of service wage progressions that do not include that step.

## OCCUPATIONAL CLASSIFICATION AND WAGE RATES 1/1/22 THROUGH 12/31/24

### Amount of Contractual Increases

	16%	4%	4%	
	3/1/20	1/1/2022	1/1/2023	1/1/2024

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#### GROUP I - TO Transportation Operations TO Bus Operator - Full Time (500S)

Entry	20.58	\$24.00	\$24.96	\$25.96
6 Months		\$24.36	\$25.33	\$26.34
At 12 months	20.82	\$24.60	\$25.58	\$26.60
At 18 months	21.49	\$25.05	\$26.05	\$27.09
At 24 months	22.15	\$25.82	\$26.85	\$27.92
At 30 months	22.78	\$26.55	\$27.61	\$28.71
At 36 months	23.46	\$27.35	\$28.44	\$29.58
At 42 months	24.12	\$28.12	\$29.24	\$30.41
At 48 months	24.78	\$28.89	\$30.05	\$31.25
At 54 months and thereafter	26.07	\$30.40	\$31.62	\$32.88

#### GROUP I - TO Transportation Operations TO Bus Operator - Retiree (501D) 88.5% of Top Operator Rate

Entry	23.07	\$26.90	\$27.98	\$29.10
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#### GROUP I - TO Transportation Operations TO Bus Operator - Part Time (501S) 80% of Top Operator Pay

Entry	20.58	\$24.00	\$24.96	\$25.96
At 12 months and thereafter	20.86	\$24.32	\$25.30	\$26.30

#### GROUP I (a) - TO Transportation Operations TO Bus Operator Full Time Instructor (503S)

Entry	26.07	\$30.40	\$31.62	\$32.88
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### BUS MAINTENANCE

#### GROUP I (a) - TM Transportation Maintenance TM General Repair Mechanic (666P)

Entry	26.08	\$30.25	\$31.46	\$32.72
At step 1	26.62	\$30.88	\$32.12	\$33.40
At step 2	27.16	\$31.51	\$32.77	\$34.08
At step 3	27.69	\$32.12	\$33.40	\$34.74
At step 4	28.22	\$32.74	\$34.05	\$35.41
At step 5	28.75	\$33.35	\$34.68	\$36.07
At step 6	30.03	\$34.83	\$36.22	\$37.67
Recertified top rate (665P) - 1 year from 6th step	31.46	\$36.49	\$37.95	\$39.47

#### GROUP I (a) - TM Transportation Maintenance TM Unit Shop Master Mechanic (670P)

Entry	30.70	\$35.61	\$37.03	\$38.51
Recertified top rate	32.13	\$37.27	\$38.76	\$40.31

#### GROUP I (b) - TM Transportation Maintenance TM Unit Shop Technician (671P)

Entry	25.04	\$29.05	\$30.21	\$31.42
At step 1	25.59	\$29.68	\$30.87	\$32.10
At step 2	26.03	\$30.19	\$31.40	\$32.66
At step 3	26.47	\$30.71	\$31.94	\$33.22
At step 4	26.90	\$31.20	\$32.45	\$33.75
At step 5	27.34	\$31.71	\$32.98	\$34.30
At step 6	27.78	\$32.22	\$33.51	\$34.85
At step 7	28.96	\$33.59	\$34.93	\$36.33
Recertified top rate (612P) - 1 year from 7th step	30.39	\$35.25	\$36.66	\$38.13

	3/1/20	1/1/2022	1/1/2023	1/1/2024
GROUP I (b) - TM Transportation Maintenance TM Radiator Shop Technician (672P)				
Entry	26.25	\$30.45	\$31.67	\$32.94
At step 1	26.80	\$31.09	\$32.33	\$33.62
At step 2	27.23	\$31.59	\$32.85	\$34.16
At step 3	27.68	\$32.11	\$33.39	\$34.73
At step 4	28.12	\$32.62	\$33.92	\$35.28
At step 5	28.55	\$33.12	\$34.44	\$35.82
At step 6	28.98	\$33.62	\$34.96	\$36.36
At step 7	30.21	\$35.04	\$36.44	\$37.90
Recertified top rate - 1 year from 7th step	31.64	\$36.70	\$38.17	\$39.70

GROUP I (c) - TM Transportation Maintenance TM Project Master Mechanic (675P)				
Entry	30.70	\$35.61	\$37.03	\$38.51
Recertified top rate	32.13	\$37.27	\$38.76	\$40.31

GROUP I (c) - TM Transportation Maintenance TM Project Technician (676P)				
Entry	30.03	\$34.83	\$36.22	\$37.67
Recertified top rate	31.46	\$36.49	\$37.95	\$39.47

GROUP I (d) - TM Transportation Maintenance TM Revenue Technician (679P)				
Entry	27.22	\$31.58	\$32.84	\$34.15
At 6 months	27.72	\$32.16	\$33.45	\$34.79
At 12months	28.96	\$33.59	\$34.93	\$36.33
At 18 months Recertified	30.39	\$35.25	\$36.66	\$38.13

GROUP I (d) - TM Transportation Maintenance TM Electronic Technician (681P)				
Entry	27.22	\$31.58	\$32.84	\$34.15
At 6 months	27.72	\$32.16	\$33.45	\$34.79
At 12 months	28.96	\$33.59	\$34.93	\$36.33
At 18 months Recertified	30.39	\$35.25	\$36.66	\$38.13

GROUP I (e) - TM Transportation Maintenance TM Support Vehicle Mechanic (661P)				
Entry	26.08	\$30.25	\$31.46	\$32.72
At step 1	26.62	\$30.88	\$32.12	\$33.40
At step 2	27.16	\$31.51	\$32.77	\$34.08
At step 3 and 4	27.75	\$32.19	\$33.48	\$34.82
At step 5	28.22	\$32.74	\$34.05	\$35.41
At step 6 and 7	28.75	\$33.35	\$34.68	\$36.07
Certified + step 8	30.03	\$34.83	\$36.22	\$37.67
Recertified top rate (662P) 1 year from 8th step	31.46	\$36.49	\$37.95	\$39.47

GROUP II (a) - TM Transportation Maintenance TM Body Technician (682P)				
Entry	24.12	\$27.98	\$29.10	\$30.26
At step 1	24.57	\$28.50	\$29.64	\$30.83
At step 2	25.01	\$29.01	\$30.17	\$31.38
At step 3	25.44	\$29.51	\$30.69	\$31.92
At step 4	25.88	\$30.02	\$31.22	\$32.47
At step 5	26.32	\$30.53	\$31.75	\$33.02
At step 6	27.48	\$31.88	\$33.16	\$34.49
Recertified top rate - 1 year from 6th step	28.91	\$33.54	\$34.89	\$36.29

GROUP II (b) - TM Transportation Maintenance TM Welder Fabricator (684P)				
Entry	31.59	\$36.64	\$38.11	\$39.63

	3/1/20	1/1/2022	1/1/2023	1/1/2024
<b>GROUP III (a) - TM Transportation Maintenance</b>				
<b>TM Service Person District Shops (668D)</b>				
Entry	19.63	\$22.77	\$23.68	\$24.63
At 6 months	20.09	\$23.30	\$24.23	\$25.20
At 12 months	20.53	\$23.81	\$24.76	\$25.75
At 18 months	20.97	\$24.33	\$25.30	\$26.31
At 24 months and thereafter	21.99	\$25.51	\$26.53	\$27.59
<b>GROUP III (a) - TM Transportation Maintenance</b>				
<b>TM Service Person (668P)</b>				
Entry	18.42	\$21.37	\$22.22	\$23.11
At 6 months	18.87	\$21.89	\$22.77	\$23.68
At 12 months	19.32	\$22.41	\$23.31	\$24.24
At 18 months	19.77	\$22.93	\$23.85	\$24.80
At 24 months and thereafter	20.75	\$24.07	\$25.03	\$26.03
<b>GROUP III (b) - TM Transportation Maintenance</b>				
<b>TM Service/Vault Puller (678P)</b>				
Entry	18.73	\$21.73	\$22.60	\$23.50
At 6 months	19.17	\$22.24	\$23.13	\$24.06
At 12 months	19.61	\$22.75	\$23.66	\$24.61
At 18 months	20.07	\$23.28	\$24.21	\$25.18
At 24 months and thereafter	21.06	\$24.43	\$25.41	\$26.43
<b>GROUP VI - TM Transportation Maintenance</b>				
<b>TM Parts Clerk (650S)</b>				
Entry	19.70	\$22.85	\$23.76	\$24.71
At 6 months	20.05	\$23.26	\$24.19	\$25.16
At 12 months	20.42	\$23.69	\$24.64	\$25.63
At 18 months	20.79	\$24.12	\$25.08	\$26.08
At 24 months and thereafter	21.75	\$25.23	\$26.24	\$27.29
<b>GROUP VI - TM Transportation Maintenance</b>				
<b>TM Parts Clerk Hazmat (650A)</b>				
Entry	20.20	\$23.43	\$24.37	\$25.34
At 6 months	20.55	\$23.84	\$24.79	\$25.78
At 12 months	20.92	\$24.27	\$25.24	\$26.25
At 18 months	21.29	\$24.70	\$25.69	\$26.72
At 24 months and thereafter	22.25	\$25.81	\$26.84	\$27.91
	3/1/20	1/1/2022	1/1/2023	1/1/2024
<b>GROUP VII - TM Transportation Maintenance</b>				
<b>TM Sign Out Clerk (677P)</b>				
Entry	21.45	\$24.88	\$25.88	\$26.92
At 6 months	21.91	\$25.42	\$26.44	\$27.50
At 12 months	22.35	\$25.93	\$26.97	\$28.05
At 18 months	22.79	\$26.44	\$27.50	\$28.60
At 24 months and thereafter	23.85	\$27.67	\$28.78	\$29.93
<b>GROUP IX - TM Transportation Maintenance</b>				
<b>TM Sign Maintainer (750P)</b>				
Entry	21.45	\$24.88	\$25.88	\$26.92
At 6 months	21.91	\$25.42	\$26.44	\$27.50
At 12 months	22.35	\$25.93	\$26.97	\$28.05
At 18 months	22.79	\$26.44	\$27.50	\$28.60
At 24 months and thereafter	23.85	\$27.67	\$28.78	\$29.93
<b>GROUP I - TM Transportation Maintenance</b>				
<b>TM Sign Fabricator (763Q)</b>				
Entry	21.45	\$24.88	\$25.88	\$26.92
At 6 months	21.91	\$25.42	\$26.44	\$27.50
At 12 months	22.35	\$25.93	\$26.97	\$28.05
At 18 months	22.79	\$26.44	\$27.50	\$28.60
At 24 months and thereafter	23.85	\$27.67	\$28.78	\$29.93

	3/1/20	1/1/2022	1/1/2023	1/1/2024
<b>GROUP X - TM Transportation Maintenance</b>				
TM General Repair Mechanic Helper (667P)				
Entry	22.36	\$25.94	\$26.98	\$28.06

### FACILITIES MAINTENANCE

<b>GROUP IV - FM Facilities Maintenance</b>				
FM Facilities Maintenance Mechanic (715P)				
Entry	24.12	\$27.98	\$29.10	\$30.26
At 6 months	24.57	\$28.50	\$29.64	\$30.83
At 12 months	25.01	\$29.01	\$30.17	\$31.38
At 24 months	25.44	\$29.51	\$30.69	\$31.92
At 36 months	25.88	\$30.02	\$31.22	\$32.47
At 48 months	26.32	\$30.53	\$31.75	\$33.02
At 60 months and thereafter	27.48	\$31.88	\$33.16	\$34.49
Certified Top Rate (700P)	28.18	\$32.69	\$34.00	\$35.36

<b>GROUP - FM Facilities Maintenance</b>				
FM Facilities Maintenance Journeyman Electrician (713P)				
Entry	29.72	\$34.48	\$35.86	\$37.29

<b>GROUP V (a) - FM Facilities Maintenance</b>				
FM Custodian/Building Services (709Q)				
Entry	16.59	\$19.24	\$20.01	\$20.81
At 6 months	17.04	\$19.77	\$20.56	\$21.38
At 12 months	17.49	\$20.29	\$21.10	\$21.94
At 18 months	17.94	\$20.81	\$21.64	\$22.51
At 24 months and thereafter	18.87	\$21.89	\$22.77	\$23.68

<b>GROUP V (a) - FM Facilities Maintenance</b>				
FM Custodian/Public Facilities (709P)				
Entry	16.59	\$19.24	\$20.01	\$20.81
At 6 months	17.04	\$19.77	\$20.56	\$21.38
At 12 months	17.49	\$20.29	\$21.10	\$21.94
At 18 months	17.94	\$20.81	\$21.64	\$22.51
At 24 months and thereafter	18.87	\$21.89	\$22.77	\$23.68

<b>GROUP V (b) - FM Facilities Maintenance</b>				
FM Custodian/Landscape (717P)				
Entry	18.11	\$21.01	\$21.85	\$22.72
At 6 months	18.57	\$21.54	\$22.40	\$23.30
At 12 months	19.01	\$22.05	\$22.93	\$23.85
At 18 months	19.47	\$22.59	\$23.49	\$24.43
At 24 months and thereafter	20.44	\$23.71	\$24.66	\$25.65

<b>GROUP V (b) - FM Facilities Maintenance</b>				
FM Custodian/Landscape Seasonal (717E)				
Entry	18.57	\$21.54	\$22.40	\$23.30

### OFFICE AND CLERICAL

<b>GROUP I (a) - OC Office and Clerical</b>				
OC Accounting Clerk (800C)				
Entry	19.93	\$23.12	\$24.04	\$25.00
At 6 months	20.36	\$23.62	\$24.56	\$25.54
At 12 months	20.79	\$24.12	\$25.08	\$26.08
At 18 months	21.21	\$24.60	\$25.58	\$26.60
At 24 months and thereafter	22.30	\$25.87	\$26.90	\$27.98

<b>GROUP II - OC Office and Clerical</b>				
OC Payroll Practitioner (801L)				
Entry	20.54	\$23.83	\$24.78	\$25.77
At 6 months	20.99	\$24.35	\$25.32	\$26.33
At 12 months	21.44	\$24.87	\$25.86	\$26.89
At 18 months	21.90	\$25.40	\$26.42	\$27.48
At 24 months and thereafter	22.93	\$26.60	\$27.66	\$28.77

	3/1/20	1/1/2022	1/1/2023	1/1/2024
<b>GROUP III (a) - OC Office and Clerical</b>				
<b>OC Information Specialist (850Q)</b>				
Entry (Trainee 850F)	19.63	\$22.77	\$23.68	\$24.63
At 6 months	20.06	\$23.27	\$24.20	\$25.17
At 12 months	20.48	\$23.76	\$24.71	\$25.70
At 18 months	20.91	\$24.26	\$25.23	\$26.24
At 24 months and thereafter	22.00	\$25.52	\$26.54	\$27.60

<b>GROUP III (b) - OC Office and Clerical</b>				
<b>OC Bilingual Information Specialist (850B)</b>				
Entry	20.38	\$23.64	\$24.59	\$25.57
At 6 months	20.81	\$24.14	\$25.11	\$26.11
At 12 months	21.23	\$24.63	\$25.62	\$26.64
At 18 months	21.66	\$25.13	\$26.14	\$27.19
At 24 months and thereafter	22.75	\$26.39	\$27.45	\$28.55

<b>GROUP III (b) - OC Office and Clerical</b>				
<b>OC Part Time Bilingual Information Specialist (850E)</b>				
<b>80% of Top Bilingual Information Specialist Rate</b>				
Entry	18.20	\$21.11	\$21.96	\$22.84
	3/1/20	1/1/2022	1/1/2023	1/1/2024

<b>GROUP III (b) - OC Office and Clerical</b>				
<b>OC Part Time Information Specialist (852B)</b>				
<b>80% of Top Information Specialist Rate</b>				
Entry	17.60	\$20.42	\$21.23	\$22.08

<b>GROUP III (c) - OC Office and Clerical</b>				
<b>OC Sales and Information Agent (850C)</b>				
Entry	19.63	\$22.77	\$23.68	\$24.63
At 6 months	20.06	\$23.27	\$24.20	\$25.17
At 12 months	20.48	\$23.76	\$24.71	\$25.70
At 18 months	20.91	\$24.26	\$25.23	\$26.24
At 24 months and thereafter	22.00	\$25.52	\$26.54	\$27.60

<b>GROUP IV (a) - OC Office and Clerical</b>				
<b>OC PBX Information Specialist (903B)</b>				
Entry	19.63	\$22.77	\$23.68	\$24.63
At 6 months	20.06	\$23.27	\$24.20	\$25.17
At 12 months	20.48	\$23.76	\$24.71	\$25.70
At 18 months	20.91	\$24.26	\$25.23	\$26.24
At 24 months and thereafter	22.00	\$25.52	\$26.54	\$27.60

<b>GROUP IV (b) - OC Office and Clerical</b>				
<b>OC Internal Distribution Clerk (901B)</b>				
Entry	16.95	\$19.66	\$20.45	\$21.27
At 6 months	17.25	\$20.01	\$20.81	\$21.64
At 12 months	17.57	\$20.38	\$21.20	\$22.05
At 18 months	17.88	\$20.74	\$21.57	\$22.43
At 24 months and thereafter	18.63	\$21.61	\$22.47	\$23.37

<b>GROUP IV (c) - OC Office and Clerical</b>				
<b>OC External Distribution Clerk (905B)</b>				
Entry	19.63	\$22.77	\$23.68	\$24.63
At 6 months	20.06	\$23.27	\$24.20	\$25.17
At 12 months	20.48	\$23.76	\$24.71	\$25.70
At 18 months	20.91	\$24.26	\$25.23	\$26.24
At 24 months and thereafter	22.00	\$25.52	\$26.54	\$27.60

<b>GROUP IV (d) - OC Office and Clerical</b>				
<b>OC Reproduction Clerk (902B)</b>				
Entry	21.21	\$24.60	\$25.58	\$26.60
At 6 months	21.52	\$24.96	\$25.96	\$27.00
At 12 months	21.82	\$25.31	\$26.32	\$27.37
At 18 months	22.12	\$25.66	\$26.69	\$27.76
At 24 months and thereafter	22.98	\$26.66	\$27.73	\$28.84

	3/1/20	1/1/2022	1/1/2023	1/1/2024
<b>GROUP V - OC Office and Clerical</b>				
OC Treasury Clerk (522K)				
Entry	19.02	\$22.06	\$22.94	\$23.86
At 6 months	19.48	\$22.60	\$23.50	\$24.44
At 12 months	19.92	\$23.11	\$24.03	\$24.99
At 18 months	20.37	\$23.63	\$24.58	\$25.56
At 24 months and thereafter	21.36	\$24.78	\$25.77	\$26.80

<b>GROUP V - OC Office and Clerical</b>				
OC Part Time Treasury Clerk (523K)				
80% of Top Treasury Clerk Rate				
Entry	17.09	\$19.82	\$20.62	\$21.44

## SERVICE MONITORS

<b>GROUP VI - SM Service Monitor</b>				
SM Service Monitor (910N)				
Entry	17.70	\$20.53	\$21.35	\$22.20
At 6 months	17.99	\$20.87	\$21.70	\$22.57
At 12 months	18.30	\$21.23	\$22.08	\$22.96
At 18 months	18.60	\$21.58	\$22.44	\$23.34
At 24 months and thereafter	19.37	\$22.47	\$23.37	\$24.30

## LIGHT RAIL FARE INSPECTORS

<b>GROUP I - LRO Light Rail Operations</b>				
LRO Light Rail Fare Inspector (400F) (cont. next page)				
Entry	17.00	\$19.72	\$20.51	\$21.33
<b>GROUP I - LRO Light Rail Operations</b>				
LRO Light Rail Fare Inspector (400F) (cont.)				
At 6 months		\$20.25	\$21.06	\$21.90
At 12 months	17.91	\$20.78	\$21.61	\$22.47
At 24 months	18.82	\$21.83	\$22.70	\$23.61
At 30 months	19.75	\$22.91	\$23.83	\$24.78
At 36 months	20.64	\$23.94	\$24.90	\$25.90
At 42 months and thereafter	23.05	\$26.74	\$27.81	\$28.92

## LIGHT RAIL OPERATIONS

<b>GROUP I - LRO Light Rail Operations</b>				
LRO Train Operator Full Time (500M)				
Entry (Trainee 400Z)*	20.58	\$24.00	\$24.96	\$25.96
At 6 months *		\$24.36	\$25.33	\$26.34
At 12 months *	20.82	\$24.60	\$25.58	\$26.60
At 18 months *	21.49	\$25.05	\$26.05	\$27.09
At 24 months *	22.15	\$25.82	\$26.85	\$27.92
At 30 months *	22.78	\$26.55	\$27.61	\$28.71
At 36 months *	23.46	\$27.35	\$28.44	\$29.58
At 42 months *	24.12	\$28.12	\$29.24	\$30.41
At 48 months *	24.78	\$28.89	\$30.05	\$31.25
At 54 months *	26.07	\$30.40	\$31.62	\$32.88

\* Add \$0.50 certification pay after initial training

<b>GROUP I - LRO Light Rail Operations</b>				
LRO Train Operator Part Time (500A)				
Entry *	20.58	\$24.00	\$24.96	\$25.96
At 12 months and thereafter 80% top operator rate *	20.86	\$24.32	\$25.30	\$26.30

\* Add \$0.50 certification pay after initial training

**LIGHT RAIL MAINTENANCE**

**GROUP I (a) - LRM Light Rail Maintenance**

**LRM Electro Mechanic (681M)**

Entry	29.11	\$33.77	\$35.12	\$36.52
At 6 months	29.65	\$34.39	\$35.77	\$37.20
At 12 months certified	30.18	\$35.01	\$36.41	\$37.87
At 18 months	30.74	\$35.66	\$37.09	\$38.57
At 24 months recertified	32.67	\$37.90	\$39.42	\$41.00
At 30 months	34.02	\$39.46	\$41.04	\$42.68

**GROUP II - LRM Light Rail Maintenance**

**LRM Signal/Traction Power Maintainer (683M)**

Entry	30.74	\$35.66	\$37.09	\$38.57
At 6 months	31.24	\$36.24	\$37.69	\$39.20
At 12 months certified	32.59	\$37.80	\$39.31	\$40.88
At 24 months top rate - recertified	34.02	\$39.46	\$41.04	\$42.68

**GROUP III - LRM Light Rail Maintenance**

**LRM Service Worker (668M)**

Entry	18.42	\$21.37	\$22.22	\$23.11
At 6 months	18.87	\$21.89	\$22.77	\$23.68
At 12 months	19.32	\$22.41	\$23.31	\$24.24
At 18 months	19.77	\$22.93	\$23.85	\$24.80
At 24 months and thereafter	20.75	\$24.07	\$25.03	\$26.03

**GROUP IV - LRM Light Rail Maintenance**

**LRM Track Maintainer (715M)**

Entry	\$ 25.59	\$29.68	\$30.87	\$32.10
At 6 months	\$ 26.12	\$30.30	\$31.51	\$32.77
At 12 months certified	\$ 26.66	\$30.93	\$32.17	\$33.46
At 18 months	\$ 27.20	\$31.55	\$32.81	\$34.12
At 24 months recertified	\$ 29.13	\$33.79	\$35.14	\$36.55
At 30 months	\$ 30.39	\$35.25	\$36.66	\$38.13

**GROUP IV - LRM Light Rail Maintenance**

**LRM TRACK MAINTAINER/EQUIPMENT OPERATOR:**

Entry	27.49	\$31.89	\$33.17	\$34.50
At 6 months	28.01	\$32.49	\$33.79	\$35.14
At 12 months certified	28.55	\$33.12	\$34.44	\$35.82
At 18 months	29.09	\$33.74	\$35.09	\$36.49
At 24 months Recertified	31.02	\$35.98	\$37.42	\$38.92
At 30 months	32.29	\$37.46	\$38.96	\$40.52

**GROUP I (a) - LRM Light Rail Maintenance**

**LRM MOW Master Mechanic**

Entry	34.49	\$40.01	\$41.61	\$43.27
Recertified top rate	35.92	\$41.67	\$43.34	\$45.07

**GROUP V - LRM Light Rail Maintenance**

**LRM Material Hand Parts Clerk (650S)**

Entry	19.70	\$22.85	\$23.76	\$24.71
At 6 months	20.05	\$23.26	\$24.19	\$25.16
At 12 months	20.42	\$23.69	\$24.64	\$25.63
At 18 months	20.79	\$24.12	\$25.08	\$26.08
At 24 months and thereafter	21.75	\$25.23	\$26.24	\$27.29

**GROUP VI - LRM Light Rail Maintenance**

**LRM Rail Laborer (711M)**

Entry	20.23	\$23.47	\$24.41	\$25.39
At 6 months	20.71	\$24.02	\$24.98	\$25.98
At 12 months	21.16	\$24.55	\$25.53	\$26.55
At 18 months	21.61	\$25.07	\$26.07	\$27.11
At 24 months certified	22.62	\$26.24	\$27.29	\$28.38

**COMMUTER RAIL OPERATIONS**

GROUP I - CRO Commuter Rail Operations  
CRO Train Engineer (911F)

Entry *	20.58	\$24.00	\$24.96	\$25.96
At 6 months *		\$24.36	\$25.33	\$26.34
At 12 months *	20.82	\$24.60	\$25.58	\$26.60
At 18 months *	21.49	\$25.05	\$26.05	\$27.09
At 24 months *	22.15	\$25.82	\$26.85	\$27.92
At 30 months *	22.78	\$26.55	\$27.61	\$28.71
At 36 months *	23.46	\$27.35	\$28.44	\$29.58
At 42 months *	24.12	\$28.12	\$29.24	\$30.41
At 48 months *	24.78	\$28.89	\$30.05	\$31.25
At 54 months and thereafter *	26.07	\$30.40	\$31.62	\$32.88

\* Add \$0.50 for each certification

GROUP I - CRO Commuter Rail Operations  
CRO Train Conductor

Entry *	19.00	\$22.04	\$22.92	\$23.84
At 6 months *		\$22.57	\$23.47	\$24.41
At 12 months *	19.91	\$23.10	\$24.02	\$24.98
At 24 months *	20.82	\$24.15	\$25.12	\$26.12
At 30 months *	21.75	\$25.23	\$26.24	\$27.29
At 36 months *	22.64	\$26.26	\$27.31	\$28.40
At 42 months and thereafter *	25.05	\$29.06	\$30.22	\$31.43

\* Add \$0.50 for each certification

**COMMUTER RAIL MAINTENANCE**

GROUP II - CRM Commuter Rail Maintenance  
CRM Signal Maintainer (911C)

Entry *	30.74	\$35.66	\$37.09	\$38.57
At 6 months *	31.24	\$36.24	\$37.69	\$39.20
At 12 months Certified *	32.59	\$37.80	\$39.31	\$40.88
Recertified top rate *	34.02	\$39.46	\$41.04	\$42.68

\* Add \$0.50 for each certification

GROUP II - CRM Commuter Rail Maintenance  
CRM Traction Power Maintainer (911G)

Entry *	30.74	\$35.66	\$37.09	\$38.57
At 6 months *	31.24	\$36.24	\$37.69	\$39.20
At 12 months Certified *	32.59	\$37.80	\$39.31	\$40.88
At 24 months top rate Recertified *	34.02	\$39.46	\$41.04	\$42.68

\* Add \$0.50 for each certification

GROUP VI - CRM Commuter Rail Maintenance  
CRM Track Maintainer (911D)

Entry	25.59	\$29.68	\$30.87	\$32.10
At 6 months	26.12	\$30.30	\$31.51	\$32.77
At 12 months certified	26.66	\$30.93	\$32.17	\$33.46
At 18 months	27.20	\$31.55	\$32.81	\$34.12
At 24 months recertified	29.13	\$33.79	\$35.14	\$36.55
At 30 months	30.39	\$35.25	\$36.66	\$38.13

\* Add \$0.50 for each certification

GROUP VI - CRM Commuter Rail Maintenance  
CRM Parts Clerk

Entry	19.70	\$22.85	\$23.76	\$24.71
At 6 months	20.05	\$23.26	\$24.19	\$25.16
At 12 months	20.42	\$23.69	\$24.64	\$25.63
At 18 months	20.79	\$24.12	\$25.08	\$26.08
At 24 months and thereafter	21.75	\$25.23	\$26.24	\$27.29

\* Add \$0.50 for each certification

GROUP VI - CRM Commuter Rail Maintenance  
CRM Rail Laborer (911E)

Entry *	20.23	\$23.47	\$24.41	\$25.39
At 6 months *	20.71	\$24.02	\$24.98	\$25.98
At 12 months *	21.16	\$24.55	\$25.53	\$26.55
At 18 months *	21.61	\$25.07	\$26.07	\$27.11
At 24 months certified *	22.62	\$26.24	\$27.29	\$28.38

## SECTION 11 Overtime

- (a) All time worked in excess of eight (8) hours in any given work day shall be paid for at the rate of time and one-half (1 ½) and shall be paid provided the employee works all scheduled hours in that week and will be paid only if the employee works such overtime hour(s). Employees who are absent for unscheduled reasons in a given workweek, shall be paid overtime only after completing forty (40) hours. For purposes of calculation of overtime, the workday shall commence with the employee's regular work shift. Vacation, holidays, court, bereavement and executive board Union business shall count as hours worked for calculating overtime. Maintenance and office and clerical employees with a claim of not being properly offered overtime shall have forty-eight (48) hours from the date of overtime posting to file a claim. If the claim is valid, the employee shall be offered overtime within the current month. An employee who fails to make a claim as provided above or whose claim falls in the last seven (7) days of the month shall be offered overtime in the following month if grieved.
- (b) Employees who are called back to work in advance of or after completing their regular day's work or work shifts shall be paid a minimum of three (3) hours at their regular rate of pay. Except for Operators who request and receive an excusal from a mandate letter, employees who are called in to work on their days off shall be paid a minimum of five (5) hours at their regular rate of pay regardless of whether they are required to work.
- (c) Minimum time allowance shall not apply when the extra time worked is continuous with the regular work shift to which said employee is assigned.
- (d) Employees will not be required to take time off in order to equalize overtime hours worked.
- (e) Overtime will be distributed equally insofar as practicable. An employee shall have the right to pass up overtime when called upon by the Employer to perform such work, if another fully qualified employee is available and willing to perform such work.
- (f) Overtime consists of work necessitated by, but not limited to, absences, production requirements, special projects and activities.
  - 1. Employees may sign up for overtime each month according to seniority for work in their respective occupational classification and facilities.
  - 2. Qualifications shall determine assignments of overtime.
  - 3. Overtime offered and refused twice within a calendar month shall preclude the employee from overtime during the remainder of the month. In such event, the overtime offered will be considered as overtime worked for the purpose of equalization.

- (g) Minimum time allowances shall not be included in figuring overtime, and only one penalty or premium payment shall be invoked in any particular instance. Employees working overtime shall be paid their shift differential at straight time.
- (h) Overtime is not guaranteed.
- (i) Bus Operators, Light Rail Operators, Commuter Rail Engineers, and Commuter Rail Conductors:
1. Time worked shall be defined as platform time, dead head cushion and intervening time.
  2. No make-up time shall be allowed when a regular run is being worked at overtime rate.
  3. Overtime shall be paid for platform work performed beyond a spread of eleven (11) hours from the time of first assignment.
  4. No allowances shall be included in calculating spread. Allowances for sign-up, turn in, and report time shall be included in calculating overtime.
- (j) Overtime at the rate of time and one-half (1 ½) shall be paid service monitors for platform work performed beyond a spread of eleven (11) hours from the time of the first assignment.
- (k) Maintenance overtime procedures: These procedures shall govern all maintenance overtime unless the parties agree to a department specific process. Overtime for maintenance division employees shall be offered and/or mandated as follows:
1. On or before the 21<sup>st</sup> day of the month, the Employer shall post an overtime sign-up list by shift at each maintenance facility, for employees who wish to volunteer to work overtime within their respective occupational classification, facility, and shift, during the following month. Employees who wish to volunteer for overtime work must sign the overtime list for the following month during the sign-up period. Sign-up for overtime will not be permitted after the sign up period. If any employee wishing to volunteer for overtime is not available to sign the overtime list in person, the employee may submit a written request for sign-up to their union steward or a member of management during or before the sign-up period. These names will then be added to the overtime list.
  2. With the completion of the sign-up process, the overtime boards will be posted under glass. Overtime boards will be updated as overtime is offered. All overtime, unless otherwise specified, will be tracked on the overtime boards for equalization/refusal purposes. Overtime boards will be maintained based on the specific division, shift and classification.
  3. Overtime worked/refused for a division or shift other than the employee's regular division or shift will not be considered for equalization or count as an overtime refusal. Only overtime worked/refused immediately before or immediately after an employee's regular shift, or on an employee's regular shift during their regular

day off will be considered for equalization/refusal. All other overtime worked/refused for a division or shift other than the employee's regular division or shift will be listed on the overtime board to differentiate it as overtime worked/refused.

4. The overtime board will list, overtime worked in hours (and shall be used for equalization), overtime refused with an "R" and the hours refused (and shall be used for equalization), overtime that would have been offered while an employee is on vacation shall be listed with a "V" and the hours (and shall be used for equalization), overtime offered at a foreign shift or division shall be listed with an "F" and the hours, or "FR" and hours if refused (but shall not be used for equalization), overtime worked while on a road call shall be listed with a "RC" and the hours (but shall not be used for equalization).
5. Overtime will be offered and/or mandated within the maintenance division in the following order to those employees within the specific facility, shift, and classification for which overtime is needed:
  - i. Overtime will be offered to those employees, in order of seniority, who have signed the shift's overtime board to obtain volunteers. Equitable distribution of overtime shall be the determining factor.
  - ii. Overtime will then be offered other employees currently at work and who have not signed the overtime list, by seniority.
  - iii. Overtime will then be offered to other employees from the shift by seniority who are not working due to regular day off, training, etc.,
  - iv. Overtime will then be offered to employees from that facility from other shifts to try to obtain volunteers.
  - v. Overtime will then be offered to other employees at other divisions to try to obtain volunteers for overtime. If needed
  - vi. Overtime will then be mandated by inverse seniority order.
6. Road call guidelines:
  - i. Any overtime resulting from a road call will not be used for equalization on the overtime board and will be noted on the board.
  - ii. Any overtime refused pertaining to a road call will not be marked as a refusal on the overtime board.
  - iii. RTD will rotate, so far as practicable, the offers to go on road calls that create overtime.
7. Unscheduled overtime work guidelines:
8. All unscheduled overtime refused or worked shall be tracked on the overtime board, but not used for equalization.
9. Unscheduled overtime is defined as follows:
  - i. Road call, to include trades, t-truck service, tows, or conditions resulting in the requirement of extra service trucks.
  - ii. Severe weather resulting in extra t-truck service or personnel to be held back or called-in early.
  - iii. Unscheduled overtime should be offered as practicable and equitable as possible.
10. In the event of open overtime,
  - i. It shall be limited to a max of DOT hour limits.
  - ii. It shall be available to all employees at that facility.
  - iii. It shall be worked at the employee's choice with supervisor approval.

- iv. It shall not be subject to equalization, but it shall be listed on the overtime board.
  - v. Open overtime will be defined as overtime offered by division management in the form of a posted memo that includes a beginning and ending date for the overtime.
- (l) Four/ten workweeks: Time worked in excess of ten (10) hours in any given work day shall be paid at the rate of time and one-half (1 ½) and shall be paid provided the employee works all scheduled hours in that work week. Overtime hours will be paid only if the employee works such overtime hour(s), otherwise Article II Section 11 shall apply. One combined overtime list shall be created which has both employees working five/eights and four/tens.

## **SECTION 12**

### **Fatality Accidents or Victims of Assaults**

In order to provide assistance to a represented employee who is involved in a fatality vehicular accident or is the victim of an assault in the performance of their job.

- (a) If while operating an RTD vehicle (bus, rail, or service motor vehicle), a represented RTD employee is involved in an accident that results in a fatality, or if while on duty is the victim of an assault, resulting in physical/psychological harm/unwanted physical contact, the employee will be put on paid administrative leave for up to (3) three workdays immediately following the accident/incident date. The purpose of the leave is to give the employee time to deal with such an incident, including time to obtain counseling, without having to use sick or vacation days to bridge the Colorado Workers' Compensation benefits waiting period.
- (b) Such leave period will run concurrently with any other available leave (e.g., Workers' Compensation). If the leave period later qualifies for Workers' Compensation temporary disability benefits, the employee's pay will be adjusted in a subsequent paycheck to avoid double payment.

**Article III  
BUS OPERATIONS**

**SECTION 1  
Workweek**

- (a) Except as otherwise provided in this Section, the normal workweek of regular Operators shall consist of five (5) consecutive days or four (4) consecutive days. Five (5) day workweeks will have a minimum of eight (8) hours per day, four (4) day workweeks will have a minimum of ten (10) hours per day, if a four/ten arrangement is in place, including allowances for dead head cushion and intervening time.
- (b) Days off shall be scheduled uniformly insofar as possible and shall be voted on by classifications as follows: day runs, split runs, matinee runs, night runs and owl runs. It is recognized that operating conditions and scheduling problems will prevent consecutive days off in all instances. However, it is understood that every effort will be made by the Employer to schedule the maximum number of consecutive days off, and it is agreed that under no circumstances will the Employer schedule more than seven percent (7%) of the days off on a split-days-off basis. When days off are scheduled on a split-days-off basis, one of the days off shall be scheduled on Sunday. Seniority shall prevail when voting days off, and employees shall be limited to voting in the days off classifications identified in this paragraph.
- (c) The regular workweek for extra-board Operators shall not exceed five (5) days per week. It is recognized that the working conditions of extra board employees are affected by extraordinary situations and conditions which can and do arise and which are not within the control of the Employer. Insofar as practicable, the Employer will endeavor to maintain at all times an adequate extra board list in order to avoid the necessity of working extra board employees in excess of their regular workweek, and to avoid the necessity of requiring extra board employees to be assigned foreign Division work. The Employer will also use its best efforts to avoid the necessity of working extra board employees in excess of nine and one-half (9 ½) hours actual platform time per day. None of the daily assignments of extra board work shall have a greater spread than thirteen (13) consecutive hours. Spread time includes report time, sign-up time, platform time, intervening time, and dead head cushion (DHC), it does not include travel time, make up time, or pad. If assigning work to an extra board Operator on report results in a daily work assignment that exceeds thirteen (13) hours, the assignment will be offered to the Operator, but the Operator may refuse. If the assignment is refused, the Operator may be required to start the run, but will be relieved as soon as practicable. If the Operator is not relieved, they will be allowed to return to the garage without completing the assignment and will be back at their home Division by the twelfth (12<sup>th</sup>) hour of the assignment.

## SECTION 2 Classification of Runs

Regular runs:

- (a) A regular run, either city or intercity, is a scheduled piece or combination of work having seven (7) or more platform hours per day and shall pay a minimum of eight (8) hours per day, including allowances for dead head cushion, sign-up, and intervening time.
  
- (b) Regular runs shall be classified as follows:
  - 1. Straight day runs going to work before 9:30 a.m.
  - 2. Matinee runs going to work between 9:30 a.m. and 12:30 p.m.
  - 3. Straight night runs going to work after 12:30 p.m.
  - 4. Owl runs going to work after 8:30 p.m.
  - 5. Split runs: Split runs shall have no greater spread than thirteen (13) consecutive hours. Spread time includes report time, sign-up time, platform time, intervening time, and dead head cushion (DHC), it does not include travel time, make up time, or pad. Day split runs will get off by 8:00 pm and in no circumstances will get off after 8:30 pm; effective with the January 2023 runboard, day split runs will in no circumstances get off after 8:00 pm.
    - i. Two-way split runs with no piece longer than six (6) hours fifty-nine (59) minutes including platform, dead head cushion, and intervening time.
    - ii. Three-way splits runs with no piece longer than six (6) hours fifty-nine (59) minutes including platform, deadhead cushion and intervening time, with the shorter of two (2) breaks being paid as intervening time at straight time rate.
  
- (c) The minimum number of straight weekday runs shall be not less than sixty five percent (65%) and eighty percent (80%) on weekend runs of the total runs for Bus Operations. A greater or lesser percentage may be mutually agreed upon between the Employer and the Union.
  
- (d) Regular runs shall be so scheduled as to make the daily hours as uniform as is practicable.
  
- (e) Loop Extras operate at the direction of dispatch. No dispatcher shall direct a Loop Extra to operate a run or line in excess of four (4) hours. Except as allowed by this Agreement, no non-bargaining unit employees will operate buses except in cases of emergency.
  
- (f) In the event the District resumes operating charters outside its normal designated boundaries, the parties agree that the language in the 2000 Collective Bargaining Agreement related to charters shall be utilized.
  
- (g) No regular run shall have a greater spread time than thirteen (13) consecutive hours.

Trippers:

- 1. A tripper is a scheduled piece of work having six (6) or less hours of platform pay.

2. The employer shall determine the number of trippers that shall be biddable and the order in which the trippers shall be bid with runs insofar as practicable and in conformance with state and/or federal regulations.
3. All trippers not voted by part-time operators shall be assigned to the extra board.

### **SECTION 3 System Votes**

- (a) There shall be a system vote by all Operators effective:
  1. The first pay period in January
  2. The first pay period in May
  3. The first Sunday in September
  4. Whenever a Division is closed
  5. Whenever a Division is opened
  6. Whenever all runs on a local route are transferred from one division to another
  7. Whenever routes are inaugurated or abolished. Vote date implementation may be moved by two (2) weeks in order to maximize efficiency. New runs and/or routes added between run boards will be run as trippers and voted at the next run vote. Community Based Operators (CBOs) system votes shall be effective the first pay period in January, the third week in May and the third week in August. The separate operating Divisions shall define the System. In the event the District resumes service from a York or Longmont Division, the provisions of this Section and dead head cushion and intervening time shall apply.
- (b) Regular runs shall be voted in accordance with the prevailing seniority board.
- (c) With the exception of extra boards, new run boards including all full-time and part-time work and a copy of all schedules shall be posted seventy-two (72) hours (excluding Saturdays, Sundays, and holidays) before Operators are required to vote. Completed information relative to pay time and overtime on each run and train cards will be available for Operators' review. No voting shall be conducted on holidays, Saturdays or Sundays. Union representatives shall be scheduled and paid by the Employer to be present and assist represented employees with voting at all voting locations as part of their work day. The voting procedure shall be as follows:
  1. Operators shall select the run of their choice or the extra-board, days off and holidays in accordance with seniority standing. Full-time operators will vote first, followed by part-time operators.
  2. Voting will be conducted from 8:00 a.m. to 8:00 p.m., or until completion of the daily voting.
  3. Fifteen (15) days prior to commencement of the vote, an appropriate seniority list will be posted indicating Operator's name, seniority number, voting seniority date, date and time designated to vote, time allocated to vote on that date, and a designation for the operator to indicate route, run, days off and division voted. Operators will be permitted five (5) minutes to vote with a ten (10) minute make-up period during each hour of scheduled voting.

4. On the date and time an Operator is scheduled to vote, he or she may be present in advance of the time designated to review the run board. An employee will vote within prescribed time limits unless the vote is delayed by the Division supervisor. The Operator must give the Division supervisor the Operator's selected run at or before the designated voting time. If an Operator is unable to be present at the time designated to vote, the Operator must leave a minimum of five (5) choices with the Division supervisor on an "assignment choice form" in accordance with the instructions thereon. If an employee is working and has left choices which are not available, the Division supervisor will contact the employee to determine choices and, upon the employee's request, will arrange to have the employee review the run board at the earliest possible time. If an employee is not working and has left choices which are not available, the Division supervisor will make a reasonable effort to contact such employee to determine choices, provided scheduled vote time requirements are met. The Division Manager, the Assistant Division Manager, or a designated member of management shall make a run selection for an employee who fails to be available at the scheduled time to vote who is not working, or for an employee who is working and has not left choices based upon:

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

(d) Runboards, seniority lists, run assignment sheets, headway sheets, run board comparison lists, relief points, train cards, run pay, schedules, and preliminary extra boards shall be made available to the Runboard Committee of the Union five (5) days in advance of their posting.

(e) No Operator shall be passed on a vote unless the Employer and the Union have mutually agreed in advance of the vote that the Operator will not return to work at any time during the vote. If an Operator passed at the time of the vote returns to work during the vote period, the Operator shall assume the Operator's normal rotation position on the extra board and work the extra board during the duration of the vote.

(f) The Runboard Committee of the Union and appropriate representatives of the Employer will meet together regularly at mutually agreeable times to develop and foster a mutual understanding with respect to runboards, worksheets and schedules. On the day of the runboard meeting, the Union Runboard Committee members shall be excused from their work to prepare for and attend the runboard meeting and shall be paid their regular pay for the day of the Runboard Committee meeting. Approximately one week before each runboard, the Employer will post at each

division, information for each run or tripper showing sign-up time, travel time, on-duty driving time, on-duty non-driving time, platform time and pay time.

- (g) It is the employee's responsibility to elect the assignment in accordance with the voting rules. Failure to vote at the time established will result in the Division Manager or Assistant Division Manager choosing a run as outlined in (c), (4) above.
- (h) In the event it becomes necessary to redistribute a limited number of Operators between Divisions, a list shall be posted soliciting volunteers from the extra-board. In the event a sufficient number of volunteers are not secured, a maximum of seven (7) Operators per vote shall be moved based on inverse seniority from the extra-board. Only volunteers will be solicited in the event it becomes necessary to move Operators between the day and night boards at a given division.
- (i) The Employer will not allow any Employee to bid work that would violate DOT/FMCSA regulations.

#### **SECTION 4 Extras**

- (a) All work assigned to Operators that is not designated as regular runs when the board is posted will be classified as extras and assigned to Operators on the extra board or assigned to part-time Operators.
- (b) A regular or extra board Operator who has completed the Operator's regular assignment shall only be required to run extra trips or do extra work in cases of emergency or when there is no extra board Operator available, but when so required to do extra work, such work shall be divided as nearly equally from day to day as is possible.
- (c) All extras shall be subject to change at any time without requiring a new vote.
- (d) Extras worked by Operators in addition to a regular run shall be paid at the overtime rate with a minimum time allowance equal to three (3) hours straight time.
- (e) A copy of the previous day's extra board shall be posted with changes of assignments along with the present day's extra board. All regular Operators used will be listed with work assigned. Upon request, daily adjustment sheets, extra board assignment sheets, day extra board sheets, night extra board sheets and DOT service and driving hours compliance records shall be furnished to the designated Union official at each Division.
- (f) Operators will not be assigned work in any other department except on a voluntary basis. RTD will assign runs that would otherwise be dropped, to Operators with voted Loop Extras (including if voted as a hold-down, or if it is the Loop Extra Operator's day off) or who have volunteered. If that is not practicable, RTD may assign such work in the same manner as a special event under Sub-section II, (e) of the Extra Board procedures.

## **SECTION 5**

### **Extra Boards**

Sub-section I:

- (a) The Extra Board shall be divided into a day board commencing at 12:01 a.m. and a night board commencing at 12:01 p.m. The day board shall consist of day runs, splits, matinees, p.m. and a.m. extras. The night board shall include night runs, matinees, owl runs, a.m. and p.m. extras. Employees shall choose, according to seniority, either the day board or the night board and shall vote their days off at the time the board is voted. The Employer shall establish the number of Operators on each board and the number of Operators who may be off each day. The extra board procedures shall be amended by the parties as deemed necessary. Any subsequent changes to these procedures will be subject to negotiations with the Union.
- (b) A list of Operators qualified on mountain work shall be maintained at each Division.
- (c) The number of employees allowed to vote the extra board will be determined by the Employer. Employees on prolonged leaves of absence will not be considered active employees. Voting on the extra-board is according to seniority and when the extra board has been filled, employees who have not yet voted must vote for those runs remaining open. The extra board is not a preferred board and employees who vote the extra board will work the extra board with all its ramifications and must accept all work usually assigned to extra board employees.

Sub-section II:

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

- (a) Daily Extra Board Work Assignments and Ranking. Work assignments to Operators on the extra board shall be assigned in the following manner:
  - 1. The extra board shall be ranked each day based on available DOT service hours. The Operator with the most available DOT hours shall be placed at the top of the extra board assignment sheet. The remaining Operators shall be ranked in descending order based on available DOT hours in compliance with the FMCSA regulations as adopted by the State of Colorado and RTD policy.
  - 2. The most available work, in the order of the longest to the shortest platform time, shall be assigned to the Operator at the top of the board with subsequent work being assigned to the remaining Operators in descending order. Runs and combinations of work will be assigned first. Reports will be assigned next, followed by piece work. Whenever possible, a.m. trippers should be assigned to the day board and p.m. trippers should be assigned to the night board. Except for volunteers, day board Operators shall not be assigned work that gets off after 8:00 p.m., and in no circumstances will get off after 8:30 p.m.; effective with the

January 2023 runboard, except for volunteers, day board Operators will in no circumstances be assigned work that gets off after 8:00 p.m.; and night board Operators shall not be assigned work that starts before 9:30 a.m.

3. Report assignments for scheduling purposes shall be credited with 10 hours of platform time. For the purpose of forecasting available hours of service and assigning extra board work, Loop Extras will be assumed to be 8 hours. DOT hours of service reports used for the basis of ranking the board will be finalized before beginning the daily assignments.
4. The workday for the night board is from 12:01 p.m. to 12:00 p.m. The day board's workday shall be defined as being from 12:01 a.m. to 12:00 a.m.
5. The board assignment sheets will indicate regular day off volunteer (DOV) regular day off, no work (NOW), "Call Division Supervisor" (CDS), and also indicate operators on a hold down (HDB).
6. Sick calls received after the extra boards have been posted will be entered on the following day's work sheet for assignment to the extra board or held over for reports.
7. Daily extra board assignments will be posted by noon (12:00pm) of each day for the day board and 5:00pm for the night board.
8. If staffing shortages dictate, both halves of a split may be assigned to the night extra board Operator.

(b) Hold-down Boards

1. All operating groups will maintain a hold-down board at each division. After the vote is completed, all open runs will be made available on a weekly basis for voting by extra board Operators. Full week runs shall be posted as voted with no modifications subject to paragraph 4. below. The Union agrees to hold the District harmless in the event that the hold-down board is unavailable the first week of the vote.
2. Work available on a weekly (Sunday through Saturday) basis for hold-downs will be posted for voting by extra board Operators on a seniority basis. Extra board Operators may select weekly work assignments by seniority as an alternative to daily work assignments. The posted seniority order will establish seniority for the hold-down board assignment. The senior bidder will be awarded their first choice with subsequent work being assigned to the remaining Operators in descending order. If an extra board Operator is not able to be present at the time scheduled to vote a hold-down, they may leave choices on an "assignment choice form," in accordance with the form's instructions. If an extra board Operator fails to vote or leave a choice which can be assigned, the Operator will be passed by the Division supervisor and will be on the rotating extra board for the subsequent week.

3. Open runs resulting from a vacation, leave of absence, or separation from employment will be included on the hold-down vote (provided the regular employee is not expected to return to work before the hold-down period is completed) and will be posted with other work available for hold-down from noon (12:00 p.m.) Wednesday through noon (12:00 p.m.) Friday. Interested extra board Operators must submit a bid before noon (12:00 p.m.) Friday for the upcoming workweek. Late bids will not be accepted. The results of the hold-down bids will be posted by 1:00 p.m. on Friday afternoon. Runs available for extra board hold-down not selected on a weekly basis shall be assigned to the respective day or night rotating board.
4. Successful bidders will assume the scheduled days off of the hold-down, including any holiday passes, and relinquish any claim to their voted days off for the week of the hold-down. A holiday run voted on the hold-down becomes part of the weekly assignment and must be worked. It is important for hold down board Operators to check the extra board daily, including days off for which they volunteered, as they may be subject to extra work assignments on their day to work or on their scheduled day off depending on staffing needs. Holiday passes may also be denied. Extra board Operators who pass on hold-down work will become part of the rotating extra board for that weekly period and retain their days off.
5. In the event that the Operator with a voted run on the hold-down board returns to work prior to the end of the week, the hold-down board Operator will return to the regular daily extra board and will maintain the days off of the voted hold-down run for that week. The extra board Operator is not guaranteed the run pay for the whole week - only for what they worked.
6. Matinee runs may be voted for hold-down by either day or night board Operators, and determined by seniority. Any matinee with any night run in the combination may be voted only by the night board.

(c) Day Off Work Assignments and Day Off Volunteers

1. Before assigning mandated day off work, the Employer shall communicate by data messages and postings, the need for extra work to all Operators who are qualified for the work prior to the start of the work assignment. Regular day off overtime shall be distributed among all extra board Operators based on available DOT hours.
2. Extra board Operators may volunteer to work on their scheduled days off by signing the designated register by 11:00 a.m. for day board and 4:00 p.m. for night board of the day before their scheduled days off. Extra board Operators volunteering for day off work are responsible for checking the extra board postings only for days they have volunteered.
3. The first day of their workweek for night board Operators begins at 12:01 p.m. Therefore, assignments before 12:00 p.m. of the first work day of the week will be considered day off work.

4. A Day-Off Volunteer (DOV) who is working their 6th day is responsible for checking for any 7th day work assignment. An Operator who has volunteered and is working their 6th day is responsible for checking for any 7th day work assignment. An Operator who is needed for 7th day work and who has not been assigned work on their 6th day must be contacted personally by management regarding a 7th day work assignment
5. In the event it becomes necessary to assign piece work or overtime, work shall be assigned in the following order:
  - i. Extra board Operators / Hold down board operators - regular day to work.
  - ii. Extra board Operators - Day Off Volunteer (DOV).
  - iii. Hold down Operators - Day Off Volunteer (DOV).
  - iv. Regular full-time Operator volunteers.
  - v. Extra board Operators mandated for day off work - the shortest possible platform runs should be assigned.

(d) Foreign Division Work Assignments

1. Extra board Operators may be assigned foreign Division work from time to time. It is necessary that this foreign Division work be filled whenever Operators are available at other Divisions.
2. Extra board Operators on report will be permitted to pass foreign Division work (full run) one time without penalty, so long as an Operator below them on report is available and willing to take the assignment. However, the work cannot be passed a second time. If this Operator is the last report on the board they must perform the work.
3. Foreign Division work may consist primarily of trippers or piece work. Full runs may be given to a foreign division provided that all Operators of that foreign Division have been fully used.
4. Foreign Division piece work cannot be passed.
5. Home Division work cannot be passed.

(e) Broncos / Rockies / Special Events/Contracted Services. Broncos / Rockies / Special Events will be assigned in the following order:

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

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

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

1. Day off regular volunteers should be contacted first
2. Notice to all Operators should be put on the electronic signs in the Division, informing Operators of the need for volunteers for the upcoming overtime.
3. If there is still a need for Operators a direct order is issued to extra board day off Operators (both rotating and hold-down board) in inverse order. An extra board Operator who is mandated for 7th day work and who has not been assigned work on their 6th day must be contacted personally by management regarding a 7th day work assignment
4. After extra board day off Operators are exhausted, if there is still a need for overtime, regular day off Operators in inverse seniority order, will be issued a direct order to report for work at least seventy-two (72) hours prior to the start of the work assignment.
5. The Employer will accommodate requests for time off for pre-existing legal or medical appointments, if the requests are made with four (4) days' notice and follow up documentation is provided. Absent such accommodation, an Operator that refuses to work may be disciplined.
6. In the event of a staffing shortage, an Operator who volunteers to work one of their days off and is approved by RTD to work that day shall not be required to work their other day off. No Operator shall be required to work both of their days off.
7. Operators assigned work under this Section, or otherwise volunteering to perform extra work beyond their normal work assignment, shall be paid overtime pay one and one half (1½) times in accordance with Article II, Section 11, plus two dollars (\$2.00) per hour paid at the overtime rate if in overtime status.
8. Except for extra board Operators, the Employer agrees that all mandated work will be given seventy-two (72) hours in advance of the mandated work assignment. Division supervisors will make contact with Operators who come into the division in the course of their workday (i.e. to get their supplies or turn in transfer canisters) and shall hand-deliver the following notifications with their work assignments:
  - i. Requests for Information (RFI)
  - ii. Notification of Attendance Infraction
  - iii. ADA related Manager's Notification to Operator (e.g. Z-list, Invite List)

iv. Mandated Work Assignment letters

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

9. The hourly rate of pay for Operators who volunteer for and fill a work assignment within twenty-four (24) hours of the start of the work assignment shall be double their regular hourly rate for that assignment. All incentives and premiums for the work assignment and/or the Operator's position will not be paid double but shall continue to be paid at the regular rate.

**SECTION 6**  
**Run Guarantee**

- (a) The guaranteed time of a regular run and of a regularly scheduled piece of work to which an Operator is assigned shall be paid if the Operator is ordered relieved, sent to the garage ahead of scheduled time or the run or piece of work is canceled. If an Operator is taken off a run to perform other duties which do not call for as much time as a regular run or regularly scheduled piece of work, the Operator shall be guaranteed the Operator's run pay provided the Operator has reported for and begun the run or regularly scheduled piece of work and the failure to complete it as scheduled is due to causes for which the Operator is not responsible; and provided, the extra board has been exhausted and equivalent work has not been offered to the Operator. If the work performed in such cases extends beyond the scheduled relief time and appropriate allowances of the regular run or regularly scheduled piece of work, the additional time shall be subject to the overtime provisions of this Agreement to the same extent as if the Operator had worked the regular run or regularly scheduled piece of work.
- (b) When any voted extra is ordered relieved, sent to the garage ahead of scheduled time or canceled, the Operator operating such extra shall be paid for the time scheduled for the extra on that day.

**SECTION 7**  
**Rest Periods**

- (a) Operators will not be required to report for work after having worked ten (10) continuous hours or a thirteen (13) hour spread until they shall have had nine (9) continuous hours off duty, except in cases of emergency or unless an Operator elects to take only the DOT required minimum of eight (8) continuous hours off duty. Rest periods for Operators shall conform to prevailing state and/or federal regulations in effect at any given time. All regular runs with more than one (1) round trip shall have a scheduled recovery time equal to at least ten percent (10%) of the round trip running time for each round trip for purposes of schedule adherence and

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

- (b) The Union Runboard Committee representative(s) shall present a maximum of five (5) routes to the scheduling staff for running time analysis at the Runboard Committee meetings for the contractually scheduled runboards. Those routes will then be analyzed and any revisions will be part of the contractually scheduled runboard.

## **SECTION 8 Sign-Up and Turn-In**

- (a) Operators shall be required to report to the official in charge fifteen (15) minutes before all scheduled pullouts for the purpose of signing the register, procuring necessary forms and completing the vehicle pre-trip inspection.
- (b) For miscellaneous duties associated with sign-up and turn-in, an Operator shall receive an additional payment for such time as the Operator performs the work indicated as follows:
  - 1. Straight runs: fifteen (15) minutes at regular straight-time hourly wage for a pullout.
  - 2. Split runs: fifteen (15) minutes at regular straight-time hourly wage for the first (1st) pullout and fifteen (15) minutes at regular straight-time hourly wage for any subsequent pullout, if applicable.
  - 3. Extras: fifteen (15) minutes at regular straight-time hourly wage for a pullout.

## **SECTION 9 Dead Head Cushion and Intervening Time**

- (a) Dead Head Cushion (DHC) shall be paid at the regular hourly rate on the following basis:
  - 1. Between Platte Division and Boulder Division: forty (40) minutes.
  - 2. Between East Metro Division and the Platte Division or a downtown Denver parking terminal: twenty-five (25) minutes.
- (b) Intervening time, where applicable, shall be paid for actual time for runs or any other piece of work subject to DHC.
- (c) DHC transportation between facilities will be provided by the Employer; however, in the event no DHC transportation is provided, the employee will be paid for actual time.

- (d) In the event the Longmont facility is reopened, the DHC rates referenced in the 2003 Collective Bargaining Agreement shall apply.

## **SECTION 10**

### **Reporting Time**

- (a) Operators who have worked a regular run and who are then required by the Employer to report in person at the garage for extra duty and not used, shall be paid from the time they report until relieved, with a minimum allowance of three (3) hours at regular rate of pay.
- (b) Time allowances for Operators who are required to report shall be as follows:
1. Actual time on report with a maximum of two (2) three-hour (3-hour) reports weekdays and one (1) five-hour (5-hour) report on a Saturday, Sunday and holiday. Operators who are released prior to completion of a report shall receive a minimum allowance of three (3) hours at regular rate of pay. Operators who complete a report or are released before completion of report and given another report time within one (1) hour of last release shall be paid for all intervening time between reports. If an Operator on report requests and receives approval to leave work, the Operator will be paid for elapsed time on report up to the time of approval.
  2. Operators who receive a work assignment that commences before the three hours elapse shall be paid continuous report time from the beginning of report to commencement of assignment.
  3. Operators who receive a work assignment that commences three (3) hours or more after commencement of report shall be paid for actual time on report with a minimum payment of three (3) hours.
  4. An Operator who "passes" shall not be entitled to any report time allowance.
- (c) The use of free report Operators shall not be allowed until all available extra board Operators have been contacted by the Employer.

## **SECTION 11**

### **Minimum Guarantee Extra Operator**

- (a) Each Operator on the extra board shall be guaranteed forty (40) pay hours per week (Sunday through Saturday), provided the Operator reports and fills all assignments offered to the Operator on the Operator's scheduled work days during the pay period. Eight (8) hours will be deducted from guaranteed time for each day the Operator fails to report or fails to work.
- (b) Work performed by an extra board Operator on the employee's regular days off shall not be considered in computing the minimum guarantee.
- (c) Holiday pay will not be used in computing minimum guarantee if an extra board Operator works the holiday.

- (d) Holiday pay shall be used in computing the minimum guarantee if the employee does not work the holiday.

## **SECTION 12**

### **Reports**

Operators will be allowed thirty (30) minutes at regular rate for making reports of an accident/incident on the date it occurred. However, if the report is not complete, it shall be completed by the Operator on the Operator's own time. Accident/incident reports shall be turned in within twenty-four (24) hours of the end of the shift in which the accident/incident occurred.

## **SECTION 13**

### **Change**

The Employer shall maintain a system whereby a bus Operator will not be required to carry a change fund or to make change. The Operator will complete any fare box reports required by the Employer.

## **SECTION 14**

### **Irregular Service**

- (a) The Employer may provide irregular transit service in such less densely populated areas of the District and such types of service as may be agreed between the parties. Such agreements shall not be unreasonably withheld where and when regular transit lines would be inappropriate to serve residents of the District who are otherwise entitled to expect public transportation.
- (b) Operators of irregular service will become members of the bargaining unit, as provided in Article I, Section 9 of this Agreement, except that Sections 12 through 16 of Article I, and Articles III through VIII, shall not apply. Arrangements for the operation, maintenance and custody of vehicles used in the provision of irregular service in rural areas shall be defined in individual Agreements between the parties to each area of such service. Operation and maintenance of vehicles used in the provision of irregular service in urbanized areas shall be handled in accordance with divisional run pick procedures and maintenance procedures specified in this Agreement.
- (c) Priority in the selection of Operators for irregular service shall be given to qualified members of the bargaining unit who volunteer for such service. These persons shall receive the wages specified in Article II, Section 10, group IV, in addition to any pension to which they may otherwise be entitled.
- (d) Door-to-door service, dial-a-ride service, services for senior citizens and people with disabilities and other demand-response services may be operated by regular or irregular service operators of the District or other parties at the option of the Employer. The officials of the Union and appropriate representatives of the Employer

will meet together regularly at mutually agreeable times to develop and foster a mutual understanding with respect to the operation of services stated in this paragraph. The Union will be allowed to make service proposals that will be considered for providing such services as stated in this paragraph.

## **SECTION 15 Uniforms**

- (a) The uniform to be worn by bus Operators shall be in accordance with specifications agreed upon by representatives of the Employer and representatives of the Union. Uniforms may be purchased from stores listed on the uniform purchase certificate.
- (b) During the first year of employment, the Employer shall contribute three hundred seventy-five dollars (\$375.00) to be applied toward the purchase of a uniform or approved grouping of garments comprising the uniform. Of that amount, one hundred twenty-five dollars (\$125.00) shall be provided during training and the balance on the employee's one year anniversary. Employees shall receive two hundred seventy-five dollars (\$275.00) in years two (2) through five (5). In subsequent years, Operators shall receive two hundred fifty dollars (\$250.00) every other year that shall be applied toward the purchase of approved uniforms. Such uniform allowance shall be valid for a period of one (1) year from the anniversary date.
- (c) The Employer may elect to provide the employee with a new uniform comprised of three (3) trousers or skirts, three (3) shorts, five (5) shirts or blouses, two (2) ties and one (1) jacket or one (1) each of the sweaters in lieu of the payment of one (1) annual increment of the uniform allowance. If the Employer elects to exercise this option, the employee may have the option of wearing the old uniform or the new uniform for a period of two (2) years (no mixing of same).
- (d) If the Operator leaves the District prior to the Operator's completion of probation, the uniform monies provided in the first weeks of training shall be recovered, to the extent possible, from the employee's final paycheck.

## **SECTION 16 Toilet Facilities**

RTD will continue to provide either port-a-potties or restroom facilities. The Employer and the Union will work together on the Runboard Committee to meet the following deadline: No later than three (3) years from the effective date of this Agreement adequate restroom facilities or port-a-potties that are clean, have soap and running water, flushing toilets, electricity, and heating systems, and that are adequately stocked with supplies, will be provided by the Employer in sufficient quantities to support the number of employees reasonably expected at RTD transit centers, Park-n-Rides, and anywhere bus recoveries and Operator respites are scheduled. The Union will be included in determining the adequacy of restroom facilities as part of new projects and future expansion of existing Park-n-Rides. The Employer will meet with Union representatives to review the adequacy of such facilities at the pre-runboard and runboard meetings of the Runboard Committee. Approximately two weeks after

implementation of each runboard and otherwise as required there shall be a pre-runboard meeting. The Union Runboard Committee members shall be excused from their work and paid for the time to attend the pre-runboard meetings including travel time.

### **SECTION 17 Transferring Vehicles**

Buses shall be transferred from one division to another by qualified bargaining unit members if available. Employees will be paid a minimum of one (1) hour for transferring or trading vehicles.

### **SECTION 18 Travel Time**

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

(b) Foreign Division assignments as follows:

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

### **SECTION 19 Baggage Pay**

A bus Operator required to handle baggage in the normal course of the Operator's run or assignment shall receive a fifty cents (\$0.50) premium in addition to the regular straight-time hourly wage (based upon platform time, but not make-up time, intervening time, or deadhead cushion) for each day that baggage handling is required.

### **SECTION 20 Part-Time Operators**

Part-time bus Operators of the Employer shall be covered by the provisions of this Section.

(a) In addition to this Section, part-time bus Operators of the Employer shall be covered under the following Sections of Article I, General Provisions: Management-Union Relations; Term of Agreement; Recognition and Bargaining Unit; Additional Agreements Between the Parties; Rights of Management; Affirmative Action/Equal

Opportunity; Union Membership; Discipline; Grievances/Arbitration; Union Officers; Posting of Jobs/Employment; Probationary Employees; Qualifying Employees.

- (b) The maximum number of part-time bus Operators shall not exceed twenty-one percent (21%) of the number of full-time bus Operators.
- (c) Part-time bus Operators shall not vote more than seven (7) platform hours per day or work more than thirty (30) platform hours per week.
- (d) Part-time bus Operators shall be limited to working weekday (Monday through Friday) a.m. and/or p.m. peak hour trippers. Part-time bus Operators may work weekend runs after full-time Operators have voted; however, only regular full-time Operators may be assigned to the weekend extra board. Part-timers will be allowed to work weekend work only. Weekend work performed by part-time bus Operators shall be excluded from the weekly maximum. A.M. and P.M. trippers may be combined into single work assignments for vote by part-time Operators.
- (e) Weekday and/or weekend extras such as sporting events and concerts may be assigned to part-time bus Operators prior to assigning the work to full-time Operators, and such extras shall be excluded from the weekly maximum.
- (f) Part-time work as posted by scheduling shall be voted by part-time system wide seniority. If a part-time Operator is reassigned work during a vote, there shall be no loss of pay.
- (g) Part-time bus Operators shall be paid according to the progression of full-time Operator scale up to the twenty percent (20%) discount level. Upon conversion to full-time Operator status, the Operator shall resume progression with respect to wages.
- (h) Part-time bus Operators shall be granted free transportation on the routes of the Employer as specified in Article II, Section 3.
- (i) Part-time bus Operators shall not be eligible for pay guarantees or penalty pay provisions.
- (j) Part-time bus Operators shall not be eligible for paid leave or other fringe benefits applicable to full-time bus operators, except as specifically provided in this section, Article II, Section 8, or as required by law.
- (k) Part-time bus Operators shall receive uniform allowances as provided in Article III, Section 15.
- (l) Part-time bus Operators shall not accrue full-time seniority. A part-time bus Operator who applies for and is accepted for employment as a full-time bus Operator shall, for all purposes, accrue seniority only from the date of his or her hire as a full-time bus Operator. Part-time employees converting to full-time bus Operator status

shall advance by seniority amongst those determined by the Employer to be qualified.

- (m) All full-time bus Operator positions will be filled from an integrated date-of-hire list of part-time bus Operators and Community Based Operators (utilizing the District's conversion procedure) based upon qualifications. However, former full-time bus Operators with frozen seniority will continue to have priority for full-time bus Operator positions before part-time bus Operators or Community Based Operators. Part-time bus Operators and Community Based Operators shall have an opportunity to be considered for other full-time bargaining unit positions after other qualified full-time employees and prior to external new hires. Employees from other occupational groups shall have the opportunity to bid into bus Operator positions prior to external new hires. Employees seeking full-time Operator positions must meet all qualifications as established by the District.
- (n) Preference in the selection of part-time bus Operators shall be given to qualified Community Based Operators before giving preference to qualified retired RTD bus Operators.
- (o) The Employer is self-insured and shall provide the equivalent benefit of one hundred thousand dollars (\$100,000.00) felonious assault insurance for each part-time bus Operator as set forth in the union labor life insurance company group policy C-2881 maintained at the RTD/ATU 1001 Health and Welfare Benefits Office.
- (p) No full-time bus Operator shall be permitted to bid a part-time position.
- (q) No full-time bus Operator will be laid off while part-time bus Operators are employed.
- (r) Six (6) hours holiday pay will be paid in addition to the employee's regular pay for holidays worked by part-time bus Operators. In addition, part-time bus Operators shall be paid six (6) hours for the following six (6) holidays: New Year's Day, Memorial Day, the Fourth of July, Thanksgiving, Labor Day, and Christmas.

## **SECTION 21**

### **Student Instruction Operators**

- (a) All vacant instructor positions shall be posted for bid and final selections will be made by the Employer based upon factors including, but not limited to, qualifications, seniority, driving record, attendance, accident record and availability.
- (b) When authorized by the supervisor, time spent by instructors in familiarizing themselves on new routes, changes in old routes or work assignments shall be paid at their present rate.
- (c) All instructors shall vote vacations according to seniority on the same basis as the vote is presently conducted.
- (d) Full-time Operator Instructors. In addition to the maximum operator rate, Full-time

Operator Instructors shall receive a one dollar and ninety cents (\$1.90) per hour instruction premium for all hours worked. Full time instruction shall include, but not be limited to, classroom, equipment, senior citizen and people with disabilities, mountain, fare structure, routes and schedules, defensive driving courses, retraining and ride checks for the purpose of improving and correcting Operator skills. All Full-time Operator Instructors shall work one system vote per year (no less than two (2) months).

- (e) Non-Revenue Operator Instructors. Non-revenue Operator Instructors shall receive a one dollar and forty-three cents (\$1.43) per hour instruction premium for all hours worked. All training, except revenue training, will be considered District-wide Non-Revenue training. Instructors will be rotated equally insofar as is practicable.
- (f) Revenue Operator Instructors. In addition to regular run pay, Revenue Operator Instructors shall receive one dollar and eighteen cents (\$1.18) per hour instruction premium for all hours worked. Revenue Operator Instructors may perform the duties of a Non-revenue Operator Instructor during initial bus operator training on an alternating one-for-one basis. Revenue Operator Instructors shall be paid the Non-revenue Operator Instructor premium of one dollar and forty three cents (\$1.43) per hour instruction premium for actual time spent performing the duties of a Non-revenue Operator Instructor instead of the one dollar eighteen cents (\$1.18) Revenue Operator Instruction premium.
- (g) All instructors must maintain an acceptable performance rating as determined by the District.
- (h) Instructors who operate trippers that fall within their normal eight (8) hour assignment shall not receive additional pay except when such assignments exceed eight (8) hours and pursuant to the overtime provisions outlined under Article II, Section 11.
- (i) Insofar as practicable, CDL examinations shall be performed by Full-time Operator Instructors or Full-time Non-revenue Operator Instructors.

**SECTION 22**  
**Community Based Operators**

- (a) Full-time Community Based Operators (CBOs) shall be covered under the provisions of Article I, Article II and all of Article III, except Sections 16, 19, 20 and 21.
- (b) Community Based Operators may be utilized only on any routes or operations currently subject to contracted service (i.e., privatized when this Agreement was executed), or on any other service for which the Union and Employer agree.
- (c) Community Based Operators shall be paid the following rates:

1 <sup>st</sup> 6 months	\$10.75
Next 6 months	\$11.50

Next 6 months	\$12.25
Next 6 months	\$13.00
Next 6 months	\$13.75
Thereafter	\$14.50

- (d) Community Based Operators may apply for part-time or full-time bus Operator openings prior to external recruitment. In the selection of part-time bus Operators, the Employer shall give preference to qualified CBOs before considering qualified retired RTD bus Operators. Full-time bus Operators shall be drawn from an integrated date-of-hire list of CBOs and part-time bus Operators (utilizing the District's conversion procedure) based on qualification. However, full-time bus Operators with frozen seniority will continue to have priority for full-time bus Operator positions before Community Based Operators or part-time bus Operators. Community Based Operators and part-time bus Operators shall have an opportunity to be considered for other full-time bargaining unit positions after other qualified full-time employees and prior to external new hires.
- (e) For purposes of wage progression and other benefits, Community Based Operators who have applied for and been selected for a part-time or full-time bus Operator position shall carry their current total length of employment time with them to the part-time or full-time bus Operator position. Part-time or full-time bus Operators who have applied for and been selected for Community Based Operator positions shall be paid at the entry rate for the CBO position with subsequent wage progression pursuant to this Section.
- (f) No full-time bus Operator or part-time bus Operator will be laid off while Community Based Operators are employed.
- (g) CBOs shall not operate Light Rail vehicles.
- (h) Newly employed CBOs not bidding from a part-time or full-time bus Operator position will receive uniform allowance pursuant to Article III, Section 15 in the first year of employment, and subsequent uniform allowance as provided in Article III, Section 15.
- (i) The Employer agrees to contribute to the Health and Welfare Trust for CBOs as set forth in Article II, Section 4, of this Agreement.
- (j) CBOs may operate any equipment under forty (40) feet in length at the applicable CBO pay rate. CBOs who operate equipment forty (40) feet or longer shall be paid the full-time Operator rate of pay equivalent to their length of service.

**SECTION 23**  
**Retiree Part-Time Operators**

The intended purpose of this Section is to increase the number of RTD retirees in part-time service. Retirees represent a large pool of qualified Operators that remains largely untapped. Retirees may provide a group of trained, experienced Operators, possibly

available on short notice, for supplemental Operators to be used for trippers, special events, Rockies Ride, Bronco Ride, etc. Retirees may not want to work five (5) days per week or above the Social Security maximum compensation allowance.

- (a) A flexible schedule will be available to retirees. A retiree's seniority date will be established as of the retiree's first day of work after returning from retirement. For bidding purposes, this seniority date will be merged with regular part-time Operators.
- (b) A retiree will qualify for the health benefits supplement if the retiree works at least 200 hours per runboard. Hours may be accrued by the individual runboard. Hours in excess of 200 per runboard will be credited toward the retiree's annual qualification requirement of 600 hours annually. If the retiree reaches 600 hours annually, the retiree will qualify for medical benefits for all three runboards in the successive year, regardless of the runboard in which the hours were worked. For purposes of definition, a year will start with the January runboard and end with the completion of the September runboard. Hours cannot be carried forward year to year. The medical benefits supplement will be paid one vote in arrears after the 200-hour minimum is reached. For example, if a retiree works 200 hours each runboard of the year, the retiree would receive benefits for the second and third runboards of that year and the first runboard of the next year, whether or not the runboard was worked. Although the hours are not carried forward, the earned benefit is carried forward. Reimbursement for medical benefits will be for the actual cost of the retiree's benefits, not to exceed the current monthly Health and Welfare Trust contribution by the District for part-time bus operators.
- (c) Part-time retirees may be put on leave of absence if they reach the Social Security maximum. They can return to work the following year with no harm.
- (d) Attendance policy rules, call-in procedure and other rules and regulations specified by the Employer will be waived.
- (e) The retiree part-time Operator will not receive vacation, holiday pay, pay guarantees, pension or penalty pay. Retirees will be allowed to have time off with no penalty.
- (f) Employment of retirees will be "at will" and either party may terminate the employment at any time.
- (g) When figuring the part-time percentages in accordance with Article III, Section 20(b), retirees will be excluded.
- (h) Retirees will receive normal contractual increases.
- (i) In a situation where the District is looking for Operators on short notice, retirees not working will be given such work once all others have been given a chance to volunteer. Retirees will be used before mandating overtime.
- (j) Working retirees will receive a uniform allowance.
- (k) Retirees will be subject to RTD retraining policies after extended absences.

- (l) Retiree Operators will be subject to all regulatory requirements, including CDL, DOT, and FTA regulations.

**Article IV  
MAINTENANCE GROUPS**

**SECTION 1  
Workweek**

- (a) The regular workday for employees of the maintenance divisions shall not exceed eight (8) hours actual working time for employees working five day schedules, and shall not exceed ten (10) hours actual working time for employees working four day schedules if a four/ten arrangement is in place. The regular workweek of these employees shall not exceed forty (40) hours per week. The workweek for maintenance division employees shall be Sunday through Saturday. Each maintenance division employee working a five day schedule will be entitled to two (2) consecutive days off, and each maintenance division employee working a four day schedule will be entitled to three (3) consecutive days off within each workweek, if a four/ten arrangement is in place. Once the starting time of a work shift for maintenance division employees has been established, the Employer may change a shift a total of one (1) hour. If the start time for the shift is changed by more than one (1) hour or the shift's days off are moved, the Employer will post one (1) position in the affected occupational group and shift for re-bid.
- (b) Breaks: each employee shall be entitled to two (2) paid fifteen (15) minute breaks and one (1) thirty (30) minute unpaid lunch. Employees will not be required to work overtime of more than two (2) hours without a meal relief.
- (c) There will be a system-wide job pick in all maintenance divisions every two (2) years. The Employer will post the bid procedure and job matrix in each division ten (10) days prior to the vote. Union representatives will be scheduled and paid by the employer to be present and assist represented employees with voting at all voting locations as part of their work day. The job pick will proceed if a majority of Union representatives are on the call or as otherwise agreed.

**SECTION 2  
Unit Work**

- (a) RTD Park-n-Rides, Bus Shelters and Transit Centers: Except when their public agencies or private entities agree to perform the work, bus shelter cleaning, trash removal, glass replacement, painting, striping, and bench, roof and wooden shelter repair will be performed by RTD employees.
- (b) Maintenance work substantially covered by manufacturer's or construction warranties will be performed by the supplier or contractor while such warranties are in force and effect. Maintenance work requiring special tools and/or equipment not reasonably available to the Employer may be contracted out if the contract would not displace maintenance employees of the Employer.

- (c) The Employer may temporarily subcontract as it deems necessary subject to the conditions outlined herein: Except in emergencies, the Employer will notify the Union prior to letting of subcontracts and will fully inform the Union of the estimated scope and duration of the work. Following such notification, the Union may request and will be granted an informational meeting for further discussion of the contract work. The Employer agrees that such subcontracting of work will be kept to a minimum as dictated by operating requirements. Subcontracting of work normally performed by Union members will not be done if it results in any of the following: Any employee being laid off, involuntarily moved from their occupational group or classification, or required to work at a lower rate of pay. No subcontractor will be permitted to perform vehicle maintenance work on the Employer's properties except as provided in subsection (b) above or in reference to tires and radios.
- (d) All maintenance work presently performed by bargaining unit employees shall not be subcontracted, except as in (c) above. The officials of the Union and appropriate representatives of the Employer will meet together regularly at mutually agreeable times to develop and foster a mutual understanding with respect to avoiding the need for subcontracting. The Union shall be allowed to make service proposals which utilize bargaining unit employees for services that are presently subcontracted.
- (e) Facilities Maintenance personnel may be assigned on a temporary basis to facilities according to individual skills necessary or to meet operating requirements.
- (f) Testing of vehicles by quality control personnel may be performed at the discretion of the Employer, but limited to tests of two (2) hours or less.
- (g) Maintenance trainers may move a vehicle if such movement is limited to thirty (30) minutes or less and is for the purpose of an RTD training class.
- (h) The purchase of rebuilt components shall be in conformance Article I, Section 20 "Rebuilt Parts."

### **SECTION 3**

#### **Tools**

- (a) The Employer will furnish all required special tools. The Employer will provide each qualified revenue technician, group IV and IX employees a three hundred thirty-six dollar (\$336.00) tool allowance during the first year of this Agreement to replace broken or damaged tools. Custodians shall for the term of this Agreement, be provided ninety-six dollars (\$96.00) that shall be utilized for the purchase of clothing. For each qualified electronic technician and employees in maintenance groups 1(a), 1(b), 1(c), 1l, 1(x) and group II, the first year tool allowance shall five hundred ten dollars (\$510.00). The tool allowance for all eligible employees shall be issued in the form of a check. Taxes will be deducted; however, no receipts are required. Eligible employees must ensure that they maintain at least the minimum tools required on their position's tool list. The tool allowance shall increase by ten dollars (\$10.00) in each successive year of the contract for all groups except custodians. A qualified

employee shall be defined as an employee required to furnish their necessary tools in the performance of the employee's duties as defined by the Employer and who has been in the qualifying occupational group for over three (3) months. The allowance shall be paid during the pay period in which January 1<sup>st</sup> falls as follows:

1. Employees hired prior to March 30 of the previous year will be paid one hundred percent (100%) of the tool allowance.
2. Employees hired April 1 through June 30 of the previous year will be paid fifty percent (50%) of the tool allowance.
3. Employees hired July 1 through September 30 of the previous year will be paid twenty-five percent (25%) of the tool allowance.

(b) The employee is responsible for keeping their tools and toolboxes secured at all times. The Employer shall reimburse up to twenty thousand dollars (\$20,000) for all tools and toolboxes owned by the employee that are stolen or damaged on RTD property through no fault of the employee/owner, if the following provisions are met:

1. The employee must report the theft or damage to the immediate supervisor.
2. The employee must complete the required RTD and law enforcement reports.
3. Stolen articles must have been listed on the employee's most recent tool inventory.
4. The employee has the responsibility of submitting an annual tool inventory list prepared on the employee's own time. In addition, the employee shall be responsible for updating the list as necessary on the employee's own time.
5. The tools and boxes must be put in an RTD secured and approved area after normal working hours of the employee.
6. Payments shall be made directly to the tool vendor. Arrangements will be made by the Employer for those payments based on the above criteria.

(c) The employee will have the necessary tools within sixty (60) calendar days of commencement of work in the new department or classification.

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

#### **SECTION 4**

#### **Uniforms, Special Equipment, & Apparel**

(a) Uniforms:

All maintenance employees shall wear uniforms and other apparel as designated and furnished by the Employer. Mechanics, technicians, mechanic helper, custodians, sign maintainers, and service persons, will be assigned eleven (11) uniforms that the Employer will maintain on a regular basis. The number of uniforms assigned to other employees will be contingent upon the type of work being performed. Each employee will be provided with nametags that must be affixed to each uniform. The laundry service provided by the Employer will launder up to six (6) uniforms per week for each employee. MRS/SO and storeroom personnel shall be provided with five (5) uniforms and will be responsible for laundering the uniforms. Up to two (2) uniforms may be replaced annually on a one (1) for one (1) basis, if

requested. Revenue technicians and treasury clerks will be provided uniforms that shall be replaced on an as needed basis.

(b) Special Equipment and Apparel:

The Employer will furnish rubber aprons and gloves to Service Persons and other employees, as required, who work with batteries; diesel fuel and engine wash fluids. Service Persons and Vault Pullers shall receive an annual shoe allowance of one hundred and twenty five dollars (\$125.00) to be used to purchase shoes that are water and slip resistant. In addition, the Employer will furnish these employees with one (1) pair of waterproof boots as needed which will be exchanged on a pair for pair basis. The Employer will also initially furnish other special equipment and apparel.

(c) The employee to whom such uniforms, special equipment and apparel is issued, shall reimburse the Employer if the uniforms, special equipment or apparel are lost, and shall return them or reimburse the Employer for them when the employee leaves the service of the Employer or is transferred to another job not requiring them.

## **SECTION 5**

### **Instruction**

(a) Formalized on-the-job instruction in occupational group 1(b) unit shop will be done by unit shop Master Mechanics and/or unit shop technicians; in group IV facilities maintenance by technicians and/or mechanics; in group VII by maintenance clerks; and in group IX by sign maintainers. Group V will be trained by group IV personnel as previously outlined.

(b) Formalized on-the-job instruction may consist of the following:

1. Classroom or prepared instructional material or
2. Hands-on instruction to the student or
3. Student's demonstrated acknowledgment of learned skills or
4. Follow-up assessment.

(c) In addition to the straight-time hourly rate of pay, instructors in the following occupational classifications shall receive an instruction premium for actual time authorized for training students in the formalized, on-the-job instruction program as outlined above:

1. Unit Shop Master Mechanic: \$1.05 per hour
2. Unit Shop Technician: \$1.05 per hour
3. Facility Maintenance Technician: \$1.05 per hour
4. Facility Maintenance Mechanic: \$.1.05 per hour
5. CRT Operator, \$1.05 per hour
6. Maintenance Clerk: \$1.05 per hour
7. Sign Maintainer: \$1.05 per hour
8. General Repair Mechanic: \$1.05 per hour
9. Body Shop Mechanic Group II (a): \$1.05 per hour
10. Parts Clerks Group VI: \$1.05 per hour
11. Sign Out Clerks Group VII: \$1.05 per hour

12. Service and Cleaning, Group III: \$1.05 per hour

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

## **SECTION 6 Snow Work**

- (a) Preference in the operation of RTD snow vehicles and salt spreaders will be given first to qualified employees in occupational groups IV and V(b) and then shall be open to all other maintenance groups. Employees in maintenance groups who wish to work snow work may sign up the first week in September for the upcoming snow season (September through May). Occupational groups IV and V(b) employees will be assigned to snow work at RTD operating facilities, on streets and at RTD park-n-Rides. In heavy snowstorms, it may be necessary to interchange the assignment of snow work by occupational groups. Employees assigned during or subsequent to a snowstorm to work that is substantially different from their usual job designation and that is necessary to keep routes open and operating, will be paid an additional one dollar (\$1.00) per hour, plus overtime rates applicable to their regular occupation
- (b) An employee called for snow work between the hours of 8:00 p.m. and 4:00 a.m. shall be paid not less than four (4) hours at the employee's regular rate of pay. If called between 12:00 midnight and 4:00 a.m., the employee shall be paid travel time from the employee's home to the place where the employee is to report for duty. An employee called for snow work between the hours of 4:00 a.m., and 8:00 p.m., shall be paid for a minimum of three (3) hours.
- (c) Snow work will be performed as follows:
1. By RTD employees at garage facilities;
  2. RTD may contract out park-n-Ride snow work after RTD Group IV and V(b) employees who normally perform such work have been assigned.

## **SECTION 7 Maintenance Division Reliefs**

Following the completion of the probationary period, an employee will be assigned either to a specific shift with designated days off, or to a relief position with designated days off. Such relief position shall designate a "home position" by Division and shift. The Employer may create permanent relief positions not to exceed ten percent (10%) of the total number of employees in the classification. Any classification having a regular contingent of more than five (5) employees but less than twenty-five (25) employees shall be entitled to two (2) relief positions.

A relief employee may be moved for less than sixty (60) calendar days at the discretion of the Employer. Following the completion of their fifty-nine (59) day assignment, relief employee(s) shall be returned to their "home position" location. In the event that realignment of relief employees is anticipated to equal or exceed sixty (60) calendar days, a restricted job pick of relief employees shall occur. Vacancies not filled during a

vote shall be filled through assignment by inverse seniority order. Upon completion of any assignment involving such a move or realignment, employees shall be returned to their "home position" locations.

## **SECTION 8 Seasonal Employees**

Seasonal employees of the District shall be covered by the provisions of this Section.

- (a) The Employer may hire seasonal employees to perform seasonal landscaping work.
- (b) In addition to this section, seasonal employees shall be covered under the following provisions of Article I, General Provisions: Management Union Relations; Term of Agreement; Recognition and Bargaining Unit; Additional Agreements between the Parties; Rights of Management; Affirmative Action/Equal Opportunity; Union Membership; Discipline; Grievances/Arbitration; Union Officers; Probationary Employees; Qualifying Employees.
- (c) Seasonal employees shall:
  - 1. Be paid at the entry-level wage rate for their classification;
  - 2. Be provided an identification card for the employee only, for free transportation on the routes of the Employer;
  - 3. Not be eligible for paid leave or other fringe benefits applicable to full-time employees, except as specifically provided in this Section;
  - 4. Not accrue seniority until they are accepted for full-time employment;
  - 5. Be employed on a seasonal basis beginning no sooner than April 1, and ending by November 30, for a length of employment not to exceed six (6) months in duration. Employment beginning before April 1 and ending after November 30, or lasting for a longer period of time than six (6) months must be mutually agreed to by the parties;
  - 6. Be paid for all time during which they are required by the Employer to perform any duties;
  - 7. Not be eligible for time or pay guarantees or penalty pay provisions.

## **SECTION 9 Certification/Recertification**

- (a) Mechanics and Body Technicians who wish to participate in the certification program must register with the training department. As Mechanics and Body Technicians achieve certification they will progress through the wage progression steps.
- (b) Certified Mechanics and Body Technicians who wish to participate in the recertification program must register with the training department. Mechanics and Body Technicians will be paid the recertified rate (as determined by wage increases) per hour if they fulfill the following criteria:
  - 1. Employees must be completely certified in their respective certification program for at least one (1) year prior to applying for the recertification program.

Employees need not be at top rate of pay to participate in the program. On or about the anniversary date, the Employer will designate one (1) of the employee's zones in which the employee must recertify.

2. The employee must complete the class of the Employer's choosing. The class will be related to one (1) of the zones in which the employee is currently certified. The class(es) will be a minimum of twenty-four (24) hours in length or;
3. The employee may elect to take a test(s) in lieu of completing the class. In the event the employee fails the test, the employee may then be provided with an opportunity to take a class in the same zone.
4. Failure to successfully pass the test(s) or complete the class(es) as outlined above will prohibit the employee from applying for and receiving the recertification premium for a period of one year. No retest(s) or repeat class(es) will be given during the year.
5. In order to maintain the recertification, the employee must pass a test or complete a class in a different zone of the Employer's choosing within one (1) year of the prior recertification as a Mechanic or Body Technician. An employee may be recertified in a previously recertified zone only after having recertified in all other zones in which they have been certified. Mechanics and Body Technicians in occupational groups 1(a), 1(b), 1(c), 1(d), 1I, and 1I(a) shall be eligible for the recertification premium.
6. Recertified employees who are awarded and transfer to another classification with a certification program shall be permitted to retain their respective wage rate for up to twelve (12) months provided:
7. The employee actively participates in the new certification program.
8. The employee completes at least two (2) steps per year in the new program.
9. Employees who are not certified but who are awarded and transfer to another classification with a certification program shall be permitted to retain their respective wage rate for up to eighteen (18) months provided:
10. The employee actively participates in the new certification program
11. The employee completes at least one (1) step per year in the new program.
12. Transferred employees who fail to participate in the certification program outlined in subsection seven (7) above shall lose their respective pay rate commencing with the eighteen (18) month anniversary date of the transfer to the new classification. The employee's wage rate shall be reduced to the entry-level rate of that classification or equal to the number of steps (zones) completed by the employee; whichever is higher.

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

## **SECTION 10 Apprenticeship**

Within thirty (30) days of the ratification of this Agreement, the Employer and the Union will establish a Workforce Development Committee which will create and implement Department of Labor registered apprenticeship programs and other workforce development programs.

## **SECTION 11 Mechanics Helper**

A Mechanic Helper may perform up to one (1) preventative maintenance inspection per shift on their own but will otherwise assist and work together with a Group 1(a) General Repair Mechanic. There shall be no more than six (6) Mechanic Helpers in a class and no more than three (3) classes in a twenty-four (24) month period. The Mechanics Helper program shall be incorporated into the Apprenticeship programs created by the Workforce Development Committee. The Mechanics Helper program will remain in effect until such time as it is incorporated into an Apprenticeship program.

## **SECTION 12 Towing**

(a) Subcontracted Towing:

1. An on duty mechanic from the appropriate division will meet the tow truck operator to retrieve the bus.
2. Subcontracted towing services shall only be used for mountain tows or other emergencies where RTD cannot respond in a timely manner.

(b) Regular Towing:

1. The Union agrees to allow towing to be temporarily subcontracted as allowed by Article IV, Section 2 (c).
2. The District shall acquire a tow truck which will restore its bargaining unit employees' ability to perform towing no later than three (3) years from the effective date of this Agreement.

## **SECTION 13 Loss of License**

Mechanics who lose their CDL:

- (a) Will be permitted to remain at work for a maximum of one hundred (100) calendar days, and during such time will be paid at the entry level wage rate for their respective classification. Said mechanics may not operate any RTD equipment

either on or off property. Any mechanic found to have operated equipment during this specified time period may be subject to discipline up to and including discharge.

- (b) RTD will create a sub-group 1(aa) for whom obtaining and maintaining a CDL is not a qualification for being an employee in that sub-group. The number of employees in sub-group 1(aa) will not exceed 5% of the number of authorized full-time group 1(a) employees and no more than 10% of a particular shift at a work location.

The pay structure for sub-group 1(aa) will mirror that of group 1(b), Unit Shop Technician, whose employees also do not require a CDL. For all other purposes, such as seniority and vacation votes, all of group 1(a) including the sub-group 1(aa) employees will be treated as being part of the same occupational group. Movement in or out of sub-group 1(aa) will not affect an employee's voted work or vacation.

## **SECTION 14**

### **Landscape Custodians**

- (a) In addition to their current duties, Full time Landscape Custodians may be assigned to do grading work throughout the District, including parking lots. They may also be assigned to repair irrigation systems below the backflow preventer, including repairing low voltage wiring/systems from the non-meter side of the controller. They will be paid entry-level F/M Mechanic wages when they perform these tasks.
- (b) Full time Landscape Custodians may also do parking lot crack filling and striping. They will be paid entry-level F/M Mechanic wages when they do so. The order of selection for parking lot crack filling and striping will be as follows:
  - 1. The work will first be offered to F/M Mechanics within the F/M Mechanic Public Facilities group.
  - 2. If there are not enough volunteers, the work will be offered to F/M Mechanics across the District.
  - 3. If there are not enough volunteers, the work will be offered to full time Landscape Custodians.
  - 4. If there are no enough volunteers, F/M Mechanics within the Public Facilities Group will be mandated.
- (c) It is further recognized that full time Landscape Custodians will continue to be assigned to perform the following duties at their regular rate of pay:
  - 1. Replace sprinkler heads
  - 2. Check irrigation system operation
  - 3. Check irrigation clock runtimes
  - 4. Place/replace parking blocks



**Article V  
CLERICAL**

**SECTION 1  
Workweek and Breaks**

- (a) Except as provided in Section 7 and 8 (part-time employees) of this Article, the workweek for Clerical employees, shall be Sunday through Saturday, and shall consist of five (5) consecutive days of eight (8) hours, or four (4) consecutive days of ten (10) hours of actual work time, if a four/ten arrangement is in place. Operating conditions and scheduling problems may prevent consecutive days off for Clerical employees in all instances. In those circumstances, the employer may assign up to two (2) Clerical employees on a split-days-off basis, with one (1) of the days off being a Sunday.
- (b) Breaks. Each employee under this Article shall be allowed two (2) fifteen (15) minute rest periods, one (1) in the first (1<sup>st</sup>) half and one (1) in the second (2<sup>nd</sup>) half of each shift. Non-paid lunch hours may be of thirty (30) minutes or one (1) hour duration depending on the choice of the employee and operating requirements. Rest periods may not be possible because of business conditions; in such event, the Employer shall not incur a penalty. Employees will not be required to work overtime of more than two (2) hours without a meal relief.
- (c) Once a work shift for a clerical employee has been established, the Employer may change a shift a total of one (1) hours. To the extent practicable and at the employee's request, the Employer may adjust the employee's shift one hour.

**SECTION 2  
Allowances**

- (a) Employees who are called back to work in advance of or after completing their regular day's work or work shifts shall be paid a minimum of three (3) hours at their regular rate of pay. Employees who are called in to work on their days off shall be paid a minimum of five (5) hours at their regular rate of pay.
- (b) Minimum time allowance shall not apply when the extra time worked is continuous with the regular workday of the employee or the work shift that the employee has voted.

**SECTION 3  
Posting for Telephone Information Specialist Assignments**

- (a) Telephone information specialist positions shall be posted for bid every three (3) months. Each posting shall include appropriate seniority lists, location, shift, days off and holidays. The matrix shall be posted seventy-two (72) hours (excluding Saturdays, Sundays, and holidays) before the employees are required to vote. No voting shall be conducted on holidays, Saturdays or Sundays. The schedule shall be available to the Union five (5) days in advance of posting.

- (b) Telephone information specialists shall select the shift of their choice or the relief position and holidays in accordance with their seniority.
- (c) Under no circumstances will the number of split shifts exceed thirty-five percent (35%) of the total number of shifts.
- (d) The PBX Information Specialist positions will have priority bidding to the open Information Specialist positions, and Information Specialists will have priority bidding to the open PBX Information Specialist positions.

**SECTION 4**  
**Relief Telephone Information Center**

- (a) Following completion of the probationary period, a telephone information center employee will be assigned either to a specific shift with designated days off, or to a relief position with designated days off.
- (b) The Employer may create permanent relief positions not to exceed twenty percent (20%) of the total number of employees in the classification. Reliefs shall vote their work in seniority order. Voting of shift assignments shall occur not more than once per week. Vacancies not filled during a vote shall be filled by inverse seniority order.
- (c) Vacancies created by sick leave, vacation, on-the-job injury or special projects of less than sixty (60) calendar days shall not be posted. Such vacancies will be filled at the discretion of the Employer. In those classifications where relief positions exist, such vacancies will be filled from the list of relief employees.

**SECTION 5**  
**Instruction**

Telephone Instructor positions:

- (a) All vacant workstation telephone instructor positions shall be posted for bid, and final selection will be made by the Employer based upon factors including but not limited to qualifications, seniority, attendance and availability.
- (b) On-the-job instruction will be performed by current Information Specialists and Bilingual Information Specialists.
- (c) Formalized on-the-job instruction may consist of the following:
  - 1. Classroom or prepared instructional material or
  - 2. Familiarization of the RTD system or
  - 3. Hands-on instruction to the student
- (d) In addition to the straight-time hourly rate of pay, instructors shall receive an instruction premium of one dollar and five cents (\$1.05) per hour for actual time spent training students.

- (e) On-the-job instruction will be provided by instructors after proper authorization from the appropriate manager.
- (f) Other Clerical groups:  
In addition to the straight time hourly rate of pay, employees authorized by the supervisor to provide on-the-job instruction shall receive an instruction premium of one dollar and five cents (\$1.05) per hour for actual time spent training students or other workers.

## **SECTION 6 Rest Periods**

For all employees covered under this article, schedules shall be designed to allow a minimum of nine (9) hours off duty between daily shifts, except in cases of emergency or unless an employee elects not to take the full nine (9) hours off duty.

## **SECTION 7 Part-Time Information Specialists**

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

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

**SECTION 8**  
**Part-Time Treasury Clerks**

- (a) Part-time Treasury Clerks of the District shall be covered under the following Sections of Article I, General Provisions:
  - 1. Management-Union Relations
  - 2. Term of Agreement
  - 3. Recognition and Bargaining Unit
  - 4. Additional Agreements Between the Parties
  - 5. Rights of Management
  - 6. Affirmative Action/Equal Opportunity
  - 7. Union Membership
  - 8. Discipline
  - 9. Grievances/Arbitration
  - 10. Union Officers
  - 11. Posting of Jobs/Employment
  - 12. Probationary Employees
  - 13. Qualifying Employees
- (b) Part-time Treasury Clerks shall be limited to working no more than thirty (30) hours per week.
- (c) Part-time Treasury Clerks shall be paid according to a twenty percent (20%) discount level of full-time treasury clerk's top rate. Upon conversion to full-time status, the clerk shall resume progression with respect to wages.

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

**SECTION 9**  
**Sales and Information Agents**

- (a) Sales and Information Agents
  1. All permanent shifts in these occupational groups shall be posted for bid. Voting schedule shall be included with the schedule for Telephone Information Specialist positions.
  2. Sales and Information agents shall bid according to occupational group seniority.
  3. All new positions or vacancies in these classifications shall be posted and awarded in accordance with Article I, Section 13, "Posting of Jobs/Promotion."
  4. If a sales and information agent position is abolished or changed one (1) hour or more from the established start time of the shift, the affected employee may exercise seniority to displace the junior employee in the classification.
  5. When a temporary vacancy occurs in a sales and information agent position, the following procedure will be adhered to in filling that vacancy:
    - i. Work shall be offered to the regular day off sales and information agents, as appropriate, in seniority order and on a rotating basis.

ii. If sales and information agents are not available in (i) above, then work will be offered to on-duty sales and information agents, as appropriate.

iii. If work is not assigned in (i) or (ii) above, then the work will be assigned to the relief sales and information agents, as appropriate.

6. Sales and information agents will be paid time and one-half ( $1 \frac{1}{2}$ ) for all hours worked beyond a spread of ten and three-quarters ( $10 \frac{3}{4}$ ) hours.

(b) Relief Sales and Information Agents

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

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

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

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

**Article VI**  
**SERVICE MONITORS**

**SECTION 1**  
**Workweek and Breaks**

- (a) The workweek for service monitors shall be Sunday through Saturday, and shall consist of five (5) days of eight (8) hours of actual work time with two (2) consecutive days off, or four (4) days of ten (10) hours of actual work time with three days off if a four/ten arrangement is in place. Service Monitors shall receive consecutive days off except in unusual circumstances including, but not limited to, holidays.
- (b) Breaks. Service monitors working stand or schedule adherence checks with a straight assignment of eight (8) hours or more will receive a lunch break of thirty (30) minutes without pay. Employees shall receive one (1) fifteen (15) minute break in the first (1<sup>st</sup>) half of a shift and one (1) fifteen (15) minute break in the second (2<sup>nd</sup>) half of a shift.

**SECTION 2**  
**Allowances**

- (a) Employees will receive two (2) hours per run board at their straight-time hourly rate for updating necessary materials if required by the Employer.
- (b) Employees shall be expected to report to their scheduled work assignments twenty (20) minutes before scheduled pullout and shall be paid twenty (20) minutes at regular straight-time hourly rate.
- (c) An employee shall be required to report to the place of the scheduled work assignment ten (10) minutes before scheduled route or terminal connection and shall be paid ten (10) minutes at regular straight-time hourly rate. An employee shall be required to report ten (10) minutes prior to the scheduled arrival of the first bus when performing a schedule adherence check and shall be paid ten (10) minutes at the regular straight-time hourly rate.
- (d) Round trip mileage will be paid at the established Employer rate based on the distance from the Blake Street office to the work assignment, and shall be paid every two (2) weeks.
- (e) If an employee is required to pick up a work assignment on the employee's day off, the employee shall receive a minimum of two (2) hours pay at the employee's straight-time hourly rate plus mileage to and from the pick-up location.
- (f) RTD will provide vehicles for the daily use of Service Monitors.
- (g) Overtime at the rate of time and one-half (1 ½) shall be paid service monitors for platform work performed beyond a spread of eleven (11) hours from the time of the first assignment.
- (h) Service monitors may not work more than three way splits.

**SECTION 3**  
**Assignment of Work**

- (a) Employees will vote their days off according to seniority on a monthly basis and shall indicate their preference of shifts for that month at the same time as voting days off.

- (b) Employees will receive weekly schedules that shall be available the Wednesday prior to implementation.
- (c) Holiday work: The Employer will determine the number of employees required to work holidays. Two weeks prior to a holiday, the Employer will post a list for employees who are regularly scheduled to work on the day of the holiday. Employees may, by signing the list, indicate if they wish to volunteer to work on the holiday. The Employer will select, by seniority, from this volunteer list the number of employees required to fill the shifts. If an insufficient number of employees volunteer, the employees with the least seniority by shift, location and occupational classification shall be required to work.
- (d) Work assignments and days off shall be posted on a weekly basis for all employees.

#### **SECTION 4 Instructors**

- (a) All vacant instructor positions shall be posted for bid. Final selection will be made by the Employer based upon factors including but not limited to qualifications, seniority, attendance and availability.
- (b) When authorized by the supervisor, time spent by instructors in familiarizing themselves on new routes or work, or changes in old routes or work shall be paid at the employee's present rate of pay.
- (c) In addition to the employee's straight-time hourly rate, instructors shall receive an instruction premium of one dollar and five cents (\$1.05) per hour for actual time spent training students.
- (d) Instruction premium shall only be paid for formalized on-the-job instruction as defined in Article IV, Section 6 and upon authorization of the supervisor.

#### **SECTION 5 Rest Periods**

Schedules shall be designed to allow a minimum of eight (8) hours off between shifts.

**Article VII  
LIGHT RAIL OPERATIONS**

**SECTION 1  
Light Rail General Provisions**

- (a) Light Rail Personnel shall be covered by the provisions of Article I except as modified herein.
- (b) The provisions of Article I, Section 13, "Posting of Jobs/Promotions" shall be applicable except as specifically modified. Bus system employees bidding to Light Rail shall do so using their present occupational group seniority. Lateral bids will be considered as follows:

Light Rail	Bus Operations
Group I LRV Operator	Group I Operators
Group I LRV Maintenance	Group I Maintenance
Electro Mechanic	Group I (a),(b),(c), and I
General Repair Mechanic	Group I (a),(b),(c), and I
Group III Service Worker (Rail)	Group III Vehicle Service & Cleaning
Group VI Materials Handling Parts	Group VI Materials Handling Clerk
Body Shop Mechanic	Group II Body Shop Mechanic

Bidding preference shall be given to the subgroups as shown prior to consideration of other Bus Operations group I maintenance employees.

If no or insufficient employees are selected through the lateral bids, subsequent selection will be based on Article I, Section 13(a). Effective March 1, 2010, all employees bidding to and from light rail shall bid in accordance with the provisions outlined in Article I and no lateral bidding as outlined above shall be permitted. Employees in light rail as of February 28, 2010 shall be grandfathered.

- (c) Employees who have bid into Light Rail Operations prior to March 1, 1997, shall be grandfathered with respect to seniority.
- (d) Light Rail Operators and maintenance employees shall satisfactorily complete RTD'S training/certification program and must pass all recertification examinations as required. Failure to successfully complete either of the above will result in the employee being transferred to Bus Operations provided 1) an opening exists; 2) the employee can pass any requisite tests; and 3) the employee has an acceptable disciplinary record equal to the qualifications necessary to have been eligible to bid to their current position. Prior to being returned to Bus Operations, an employee who failed to recertify shall be given the opportunity to re-test within ten (10) calendar days from the date the employee is notified that the employee failed the initial examination. An employee so disqualified will be ineligible to apply for any Light Rail positions for a period of one (1) year.

- (e) For bus and Light Rail operators moving back and forth between Operator positions in Bus Transportation and Rail Transportation via the bidding process, pay scale and wage progression will be based on the time spent in either department. (They will maintain their pay and step in progression earned at the prior department.) Any recertification pay earned while in Rail Operations will not carry over to Bus Operations. This subsection applies to pay only and does not alter the current practice regarding seniority. All other transfers are governed by applicable provisions of this Agreement. In maintenance groups I, II, IV, and VI where steps or competency tests are required as outlined in Article II, Section 10, such employees shall return to their previous pay rate until further qualified.
- (f) An employee in a classification set forth in subsection “b” above who is bidding to a Light Rail position will be permitted to move laterally with respect to the employee’s current wage rate. The employee shall retain the employee’s current wage rate or the next higher rate in the wage scale, whichever is greater, and progress thereafter until reaching the top rate of pay. In classifications where certification is required, the employee will progress according to the wage rate progression scale to the step immediately below the certified rate. Upon successful completion of the certification program, the employee shall be awarded the certified pay rate.
- (g) The parties agree that any new Light Rail jobs comparable to current Union positions shall belong to the Union.

**SECTION 2**  
**Certification Pay**

After completing their initial training and thereafter, Light Rail Operators shall receive a fifty cents (\$0.50) per hour certification premium provided they meet the criteria as announced by the Employer.

**SECTION 3**  
**Workweek**

- (a) Except as otherwise provided in this Section, the normal workweek of regular Operators shall consist of five (5) consecutive days or four (4) consecutive days. Five day workweeks will have a minimum of eight (8) hours per day, four (4) day workweeks will have a minimum of ten (10) hours per day, if a four/ten arrangement is in place, including allowances for dead head cushion and intervening time.
- (b) Days off shall be scheduled uniformly insofar as possible and shall be voted on by classifications as follows: day runs, split runs, matinee runs, night runs and owl runs. It is recognized that operating conditions and scheduling problems will prevent consecutive days off in all instances. However, it is understood that every effort will be made by the Employer to schedule the maximum number of consecutive days off, and it is agreed that under no circumstances will the Employer schedule more than seven percent (7%) of the days off on a split-days-off basis. When days off are scheduled on a split-days-off basis, one of the days off shall be scheduled on

Sunday. Seniority shall prevail when voting days off, and employees shall be limited to voting in the days off classifications identified in this paragraph.

- (c) The regular workweek for extra-board Operators shall not exceed five (5) days per week. It is recognized that the working conditions of extra board employees are affected by extraordinary situations and conditions which can and do arise and which are not within the control of the Employer. Insofar as practicable, the Employer will endeavor to maintain at all times an adequate extra board list in order to avoid the necessity of working extra board employees in excess of their regular work week. The Employer will also use its best efforts to avoid the necessity of working extra board employees in excess of nine and one-half (9 1/2) hours actual platform time per day. None of the daily assignments of extra board work shall have a greater spread than thirteen (13) consecutive hours. Spread time includes report time, sign-up time, platform time, intervening time, and dead head cushion (DHC), it does not include travel time, make up time, or pad. If assigning work to an extra board Operator on report results in a daily work assignment that exceeds thirteen (13) hours, the assignment will be offered to the Operator, but the Operator may refuse. If the assignment is refused, the Operator may be required to start the run, but will be relieved as soon as practicable. If the Operator is not relieved, they will be allowed to return to the yard without completing the assignment and will be back at their home Division by the twelfth (12<sup>th</sup>) hour of the assignment.
- (d) Except as otherwise specified by this Agreement, the Employer shall follow DOT rules for all Light Rail Operators' hours of service as a minimum standard.

#### **SECTION 4**

##### **Classification of Runs**

Regular runs:

- (a) A regular run is a scheduled piece or combination of work having seven (7) or more platform hours per day and shall pay a minimum of eight (8) hours per day, including allowances for dead head cushion, sign-up, and intervening time.
- (b) Regular runs shall be classified as follows:
1. Straight day runs going to work before 9:30 a.m.
  2. Matinee runs going to work between 9:30 a.m. and 12:30 p.m.
  3. Straight night runs going to work after 12:30 p.m.
  4. Owl runs going to work after 8:30 p.m.
  5. Split runs: Split runs shall have no greater spread than thirteen (13) consecutive hours. Spread time includes report time, sign-up time, platform time, intervening time, and dead head cushion (DHC), it does not include travel time, make up time, or pad. Day split runs will get off by 8:00 p.m. and in no circumstances will get off after 8:30 p.m.; effective with the January 2023 runboard, day split runs will in no circumstances get off after 8:00 p.m.
    - i. Two-way split runs with no piece longer than six (6) hours fifty-nine (59) minutes including platform, dead head cushion, and intervening time.
    - ii. Three-way splits runs with no piece longer than six (6) hours fifty-nine (59) minutes including platform, deadhead cushion and intervening time, with the

shorter of two (2) breaks being paid as intervening time at straight time rate.

- (c) The minimum number of straight weekday runs shall be not less than sixty five percent (65%) and eighty percent (80%) on weekend runs of the total runs. A greater or lesser percentage may be mutually agreed upon between the Employer and the Union.
- (d) Regular runs shall be so scheduled as to make the daily hours as uniform as is practicable.
- (e) Loop Extras operate at the direction of control. No controller shall direct a Loop Extra to operate a run or line in excess of four (4) hours. Except as allowed by this Agreement, no non-bargaining unit employees will operate light rail vehicles except in cases of emergency.
- (f) No regular run shall have a greater spread time than thirteen (13) consecutive hours.

Trippers:

- 1. A tripper is a scheduled piece of work having six (6) or less hours of platform pay.
- 2. The Employer shall determine the number of trippers that shall be biddable and the order in which the trippers shall be bid with runs insofar as practicable and in conformance with state and/or federal regulations.
- 3. All trippers not voted by part-time operators shall be assigned to the extra board.

## **SECTION 5 System Votes**

- (a) There shall be a system vote by all Operators effective:
  - 1. The first pay period in January
  - 2. The first pay period in May
  - 3. The first Sunday in September
  - 4. Whenever a Division is closed
  - 5. Whenever a Division is opened
  - 6. Whenever all runs on a local route are transferred from one Division to another
  - 7. Whenever routes are inaugurated or abolished
  - 8. Vote date implementation may be moved by two (2) weeks in order to maximize efficiency.
  - 9. New runs and/or routes added between run boards will be run as trippers and voted at the next run vote.
- (b) Regular runs shall be voted in accordance with the prevailing seniority board.
- (c) With the exception of extra boards, new run boards including all full-time and part-time work and a copy of all schedules shall be posted seventy-two (72) hours (excluding Saturdays, Sundays, and holidays) before Operators are required to vote. Completed information relative to pay time and overtime on each run and train cards will be available for Operators' review. No voting shall be conducted on holidays,

Saturdays or Sundays. Union representatives shall be scheduled and paid by the Employer to be present and assist represented employees with voting at all voting locations as part of their work day. The voting procedure shall be as follows:

1. Operators shall select the run of their choice or the extra-board, days off and holidays in accordance with seniority standing. Full-time Operators will vote first, followed by part-time Operators.
2. Voting will be conducted from 8:00 a.m. to 8:00 p.m., or until completion of the daily voting.
3. Fifteen (15) days prior to commencement of the vote, an appropriate seniority list will be posted indicating Operator's name, seniority number, voting seniority date, date and time designated to vote, time allocated to vote on that date, and a designation for the Operator to indicate route, run, and days off and division voted. Operators will be permitted five (5) minutes to vote with a ten (10) minute make-up period during each hour of scheduled voting.
4. On the date and time an Operator is scheduled to vote, they may be present in advance of the time designated to review the runboard. An employee will vote within prescribed time limits unless the vote is delayed by the Division supervisor. The Operator must give the Division supervisor the Operator's selected run at or before the designated voting time. If an Operator is unable to be present at the time designated to vote, the Operator must leave a minimum of five (5) choices with the Division supervisor on an "assignment choice form" in accordance with the instructions thereon. If an employee is working and has left choices which are not available, the Division supervisor will contact the employee to determine choices and, upon the employee's request, will arrange to have the employee review the runboard at the earliest possible time. If an employee is not working and has left choices, which are not available, the Division supervisor will make a reasonable effort to contact such employee to determine choices, provided scheduled vote time requirements are met. The Division Manager, the Assistant Division Manager, or a designated member of management shall make a run selection for an employee who fails to be available at the scheduled time to vote who is not working, or for an employee who is working and has not left choices based upon:
  - i. The run most similar to the employee's run choices submitted;
  - ii. The employee's present run;
  - iii. The run most similar to the employee's present run;
  - iv. The run in the nearest operating division similar to the run choices submitted;
  - v. The run in the nearest operating division similar to the employee's present run;
  - vi. The extra board at the employee's present division;
  - vii. The extra board in the nearest operating division.

(d) Runboards, seniority lists, run assignment sheets, headway sheets, runboard

comparison lists, relief points, train cards, run pay, schedules, and preliminary extra boards shall be made available to the Runboard Committee of the Union five (5) days in advance of their posting.

- (e) No Operator shall be passed on a vote unless the Employer and the Union have mutually agreed in advance of the vote that the Operator will not return to work at any time during the vote. If an Operator passed at the time of the vote returns to work during the vote period, the Operator shall assume the Operator's normal rotation position on the extra board and work the extra board during the duration of the vote.
- (f) The Runboard Committee of the Union and appropriate representatives of the Employer will meet together regularly at mutually agreeable times to develop and foster a mutual understanding with respect to runboards, worksheets and schedules. On the day of the runboard meeting, the Union Runboard Committee members shall be excused from their work to prepare for and attend the runboard meeting and shall be paid their regular pay for the day of the Runboard Committee meeting. Approximately one week before each runboard, the Employer will post at each Division, information for each run or tripper showing sign-up time, travel time, on-duty operating time, on-duty non-operating time, platform time and pay time.
- (g) In the event it becomes necessary to redistribute a limited number of Operators between Divisions, a list shall be posted soliciting volunteers from the extra-board. In the event a sufficient number of volunteers are not secured, a maximum of seven (7) Operators per vote shall be moved based on inverse seniority from the extra-board. Only volunteers will be solicited in the event it becomes necessary to move Operators between the day and night boards at a given division.
- (h) The Employer will not allow any Employee to bid work that would violate DOT/FMCSA regulations.

## **SECTION 6**

### **Extras**

- (a) All work assigned to Operators that is not designated as regular runs when the board is posted will be classified as extras and assigned to Operators on the extra board or assigned to part-time Operators.
- (b) A regular or extra board Operator who has completed the Operator's regular assignment shall only be required to run extra trips or do extra work in cases of emergency or when there is no extra board Operator available, but when so required to do extra work, such work shall be divided as nearly equally from day to day as is possible.
- (c) All extras shall be subject to change at any time without requiring a new vote.
- (d) Extras worked by Operators in addition to a regular run shall be paid at the overtime rate with a minimum time allowance equal to three (3) hours straight time.

- (e) A copy of the previous day's extra board shall be posted with changes of assignments along with the present day's extra board. All regular Operators used will be listed with work assigned. Upon request, daily adjustment sheets, extra board assignment sheets, day extra board sheets, night extra board sheets and DOT service and driving hours compliance records shall be furnished to the designated Union official at each division.
- (f) Operators will not be assigned work in any other department except on a voluntary basis. RTD will assign runs that would otherwise be dropped, to Operators with voted Loop Extras (including if voted as a hold-down, or if it is the Loop Extra Operator's day off) or who have volunteered. If that is not practicable, RTD may assign such work in the same manner as a special event under Sub-section II, (e) of the Extra Board procedures.

## **SECTION 7 Extra Boards**

### Sub-section I:

- (a) The Extra Board shall be divided into a day board commencing at 12:01 a.m. and a night board commencing at 12:01 p.m. The day board shall consist of day runs, splits, matinees, p.m. and a.m. extras. The night board shall include night runs, matinees, owl runs, a.m. and p.m. extras. Employees shall choose, according to seniority, either the day board or the night board and shall vote their days off at the time the board is voted. The Employer shall establish the number of Operators on each board and the number of Operators who may be off each day. The extra board procedures shall be amended by the parties as deemed necessary. Any subsequent changes to these procedures will be subject to negotiations with the Union.
- (b) The number of employees allowed to vote the extra board will be determined by the Employer. Employees on prolonged leaves of absence will not be considered active employees. Voting on the extra-board is according to seniority and when the extra board has been filled, employees who have not yet voted must vote for those runs remaining open. The extra board is not a preferred board and employees who vote the extra board will work the extra board with all its ramifications and must accept all work usually assigned to extra board employees.

### Sub-section II:

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

- (a) Daily Extra Board Work Assignments and Ranking. Work assignments to Operators on the extra board shall be assigned in the following manner:
  1. The extra board shall be ranked each day based available DOT service hours. The Operator with the most available DOT hours shall be placed at the top of the

extra board assignment sheet. The remaining Operators shall be ranked in descending order based on available DOT hours in compliance with the FMCSA regulations as adopted by the State of Colorado and RTD policy.

2. The most available work, in the order of the longest to the shortest platform time, shall be assigned to the Operator at the top of the board with subsequent work being assigned to the remaining Operators in descending order. Runs and combinations of work will be assigned first. Reports will be assigned next, followed by piece work. Whenever possible, a.m. trippers should be assigned to the day board and p.m. trippers should be assigned to the night board. Except for volunteers, day board Operators shall not be assigned work that gets off after 8:00pm, and in no circumstances will get off after 8:30 pm; effective with the January 2023 runboard, except for volunteers, day board Operators will in no circumstances be assigned work that gets off after 8:00 p.m.; and night board Operators shall not be assigned work that starts before 9:30am.
3. Report assignments for scheduling purposes shall be credited with 10 hours of platform time. For the purpose of forecasting available hours of service and assigning extra board work, Loop Extras will be assumed to be 8 hours. DOT hours of service reports used for the basis of ranking the board will be finalized before beginning the daily assignments.
4. The work day for the night board is from 12:01 p.m. to 12:00 p.m. The day boards work day shall be defined as being from 12:01 a.m. to 12:00 a.m.
5. The board assignment sheets will indicate regular day off volunteer (DOV) regular day off, no work (NOW), "Call Division Supervisor" (CDS), and also indicate Operators on a hold down (HDB).
6. Sick calls received after the extra boards have been posted will be entered on the following day's work sheet for assignment to the extra board or held over for reports.
7. Daily extra board assignments will be posted by noon (12:00 p.m.) of each day for the day board and 5:00 p.m. for the night board.
8. If staffing shortages dictate, both halves of a split may be assigned to the night extra board Operator.

(b) Hold-down Boards

1. All operating groups will maintain a hold-down board at each Division. After the vote is completed, all open runs will be made available on a weekly basis for voting by extra board Operators. Full week runs shall be posted as voted with no modifications subject to paragraph 4. below. The Union agrees to hold the District harmless in the event that the hold-down board is unavailable the first week of the vote.

2. Work available on a weekly (Sunday through Saturday) basis for hold-downs will be posted for voting by extra board Operators on a seniority basis. Extra board Operators may select weekly work assignments by seniority as an alternative to daily work assignments. The posted seniority order will establish seniority for the hold-down board assignment. The senior bidder will be awarded their first choice with subsequent work being assigned to the remaining Operators in descending order. If an extra board Operator is not able to be present at the time scheduled to vote a hold-down, they may leave choices on an "assignment choice form," in accordance with the form's instructions. If an extra board Operator fails to vote or leave a choice which can be assigned, the Operator will be passed by the Division supervisor and will be on the rotating extra board for the subsequent week.
3. Open runs resulting from a vacation, leave of absence, or separation from employment will be included on the hold-down vote (provided the regular employee is not expected to return to work before the hold-down period is completed) and will be posted with other work available for hold-down from noon (12:00 p.m.) Wednesday through noon (12:00 p.m.) Friday. Interested extra board Operators must submit a bid before noon (12:00 p.m.) Friday for the upcoming workweek. Late bids will not be accepted. The results of the hold-down bids will be posted by 1:00 p.m. on Friday afternoon. Runs available for extra board hold-down not selected on a weekly basis shall be assigned to the respective day or night rotating board.
4. Successful bidders will assume the scheduled days off of the hold-down, including any holiday passes, and relinquish any claim to their voted days off for the week of the hold-down. A holiday run voted on the hold-down becomes part of the weekly assignment and must be worked. It is important for hold-down board Operators to check the extra board daily, including days off for which they volunteered, as they may be subject to extra work assignments on their day to work or on the scheduled day off depending on staffing needs. Holiday passes may also be denied. Extra board Operators who pass on hold-down work will become part of the rotating extra board for that weekly period and retain their days off.
5. In the event that the Operator with a voted run on the hold-down board returns to work prior to the end of the week, the hold-down board Operator will return to the regular daily extra board and will maintain the days off of the voted hold-down run for that week. The extra board Operator is not guaranteed the run pay for the whole week - only for what they worked.
6. Matinee runs may be voted for hold-down by either day or night board Operators, and determined by seniority. Any matinee with any night run in the combination may be voted only by the night board.

(c) Day Off Work Assignments and Day Off Volunteers

1. Before assigning mandated day off work, the Employer shall communicate by data messages and postings the need for extra work to all Operators who are

qualified for the work prior to the start of the work assignment. Regular day off overtime shall be distributed among all extra board Operators based on available DOT hours.

2. Extra board Operators may volunteer to work on their scheduled days off by signing the designated register by 11:00am for day board and 4:00pm for night board of the day before their scheduled days off. Extra board Operators volunteering for day off work are responsible for checking the extra board postings only for days they have volunteered.
3. The first day of their workweek for night board Operators begins at 12:01 p.m. Therefore, assignments before 12:01 p.m. of the first work day of the week will be considered day off work.
4. A Day-Off Volunteer (DOV) who is working their 6th day is responsible for checking for any 7th day work assignment. An Operator who has volunteered and is working their 6th day is responsible for checking for any 7th day work assignment. An Operator who is needed for 7th day work and who has not been assigned work on their 6th day must be contacted personally by management regarding a 7th day work assignment
5. In the event it becomes necessary to assign piece work or overtime, work shall be assigned in the following order:
  - i. Extra board Operator / Hold down board Operator - regular day to work.
  - ii. Extra board Operator - Day Off Volunteer (DOV).
  - iii. Hold down Operators - Day Off Volunteer (DOV).
  - iv. Regular full-time Operator volunteers.
  - v. Extra board Operators mandated for day off work - the shortest possible platform runs should be assigned.

(d) Foreign Division Work Assignments

1. Extra board Operators may be assigned foreign Division work from time to time. It is necessary that this foreign Division work be filled whenever Operators are available at other Divisions.
2. Extra board Operators on report will be permitted to pass foreign Division work (full run) one time without penalty, so long as an Operator below them on report is available and willing to take the assignment. However, the work cannot be passed a second time. If this Operator is the last report on the board they must perform the work.
3. Foreign Division work may consist primarily of trippers or piece work. Full runs may be given to a foreign Division provided that all Operators of that foreign Division have been fully used.
4. Foreign Division piece work cannot be passed.
5. Home Division work cannot be passed.

- (e) Broncos / Rockies / Special Events/Contracted Services. Broncos / Rockies / Special Events will be assigned in the following order:
1. Extra board Operators, regular day to work (to the extent it minimizes guarantee).
  2. Part-time Operators – volunteers.
  3. Extra board Operators - Day Off volunteer (DOV).
  4. Hold down Operators - Day Off Volunteer (DOV).
  5. Regular full-time Operator/s from the volunteer list.
  6. Extra board Operators Mandated for day off work (non-DOV).
  7. Regular day off Operators by inverse seniority order.

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

- (f) Mandatory Overtime Procedures. The procedure outlined below will be followed when forcing Operators to work overtime and should be applied equally at all Divisions. Before the procedure is implemented, it is important to check with the other Divisions to determine if any extra board Operators are available. When Operators are unavailable, the following procedures will be followed:
1. Day off regular volunteers should be contacted first
  2. Notice to all Operators should be put on the electronic signs in the Division, informing Operators of the need for volunteers for the upcoming overtime.
  3. If there is still a need for Operators a direct order is issued to extra board day off Operators (both rotating and hold down board) in inverse order. An Extra Board operator who is mandated for 7th day work and who has not been assigned work on their 6th day must be contacted personally by management regarding a 7th day work assignment
  4. After extra board day off Operators are exhausted, if there is still a need for overtime, regular day off Operators in inverse seniority order, will be issued a direct order to report for work at least seventy-two (72) hours prior to the start of the work assignment.
  5. The Employer will accommodate requests for time off for pre-existing legal or medical appointments, if the requests are made with four (4) days' notice and follow up documentation is provided. Absent such accommodation, an Operator that refuses to work may be disciplined.
  6. In the event of a staffing shortage, an Operator who volunteers to work one of their days off and is approved by RTD to work that day shall not be required to work their other day off. No Operator shall be required to work both of their days off.
  7. Operators assigned work under this Section, or otherwise volunteering to perform extra work beyond their normal work assignment, shall be paid overtime pay one

and one half (1½) times in accordance with Article II, Section 11, plus two dollars (\$2.00) per hour paid at the overtime rate if in overtime status.

8. Except for extra board Operators, the Employer agrees that all mandated work will be given seventy-two (72) hours in advance of the mandated work assignment. Division supervisors will make contact with Operators who come into the Division in the course of their workday (i.e. to get their supplies or turn in transfer canisters) and shall hand-deliver the following notifications with their work assignments:
  - i. Requests for Information (RFI)
  - ii. Notification of Attendance Infraction
  - iii. ADA related Manager's Notification to Operator (e.g. Z-list, Invite List)
  - iv. Mandated Work Assignment letters

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

9. The hourly rate of pay for Operators who volunteer for and fill a work assignment within twenty-four (24) hours of the start of the work assignment shall be double their regular hourly rate for that assignment. All incentives and premiums for the work assignment and/or the Operator's position will not be paid double but shall continue to be paid at the regular rate.

## **SECTION 8**

### **Run Guarantee**

- (a) The guaranteed time of a regular run and of a regularly scheduled piece of work to which an Operator is assigned shall be paid if the Operator is ordered relieved, sent to the rail facility ahead of scheduled time or the run or piece of work is canceled. If an Operator is taken off a run to perform other duties which do not call for as much time as a regular run or regularly scheduled piece of work, the Operator shall be guaranteed the Operator's run pay provided the Operator has reported for and begun the run or regularly scheduled piece of work and the failure to complete it as scheduled is due to causes for which the Operator is not responsible; and provided, the extra board has been exhausted and equivalent work has not been offered to the Operator. If the work performed in such cases extends beyond the scheduled relief time and appropriate allowances of the regular run or regularly scheduled piece of work, the additional time shall be subject to the overtime provisions of this Agreement to the same extent as if the Operator had worked the regular run or regularly scheduled piece of work.

- (b) When any voted extra is ordered relieved, sent to the rail facility ahead of scheduled time or canceled, the Operator operating such extra shall be paid for the time scheduled for the extra on that day.

## **SECTION 9 Rest Periods**

- (a) Operators will not be required to report for work after having worked ten (10) continuous hours or a thirteen (13) hour spread until they shall have had ten (10) continuous hours off duty, except in cases of emergency or unless an Operator elects to take only the DOT required minimum of eight (8) continuous hours off duty. Rest periods for Operators shall conform to prevailing state and/or federal regulations in effect at any given time. All regular runs with more than one (1) round trip shall have a scheduled recovery time equal to at least ten percent (10%) of the round trip running time for each round trip for purposes of schedule adherence and use of toilet facilities or the actual time needed to perform required duties plus a respite of five (5) minutes plus walking time to a restroom on each end where practicable. Where not practicable, the respite will be ten (10) minutes plus walking time to a restroom at the opposite terminal.
- (b) The Union Runboard Committee representative(s) shall present a maximum of five (5) routes to the scheduling staff for running time analysis at the Runboard Committee meetings for the contractually scheduled runboards. Those routes will then be analyzed and any revisions will be part of the contractually scheduled runboard.

## **SECTION 10 Sign-Up and Turn-In**

- (a) Light Rail Operators who operate single cars shall be required to report to the official in charge fifteen (15) minutes before all scheduled pullouts for the purpose of signing the register, procuring necessary forms and completing the vehicle pre-trip inspection.
- (b) Light Rail Operators who operate a two (2) or more car consist shall be required to report to the official in charge forty (40) minutes before all scheduled pullouts for the purpose of signing the register, procuring necessary forms and completing the vehicle pre-trip inspection.
- (c) Split runs: Light Rail Operators shall be paid forty (40) minutes at regular straight-time hourly wage for each pullout.
- (d) Light Rail Operators shall be paid fifteen (15) minutes for all trains to perform pull-in, yard parking, surrender of supplies, and turn-in of all items.
- (e) No sign-up shall pay less than fifteen (15) minutes.

**SECTION 11**  
**Dead Head Cushion and Intervening Time**

- (a) Dead Head Cushion (DHC) shall be paid at the regular hourly rate.
- (b) Intervening time, where applicable, shall be paid for actual time for runs or any other piece of work subject to DHC.
- (c) DHC transportation between facilities will be provided by the Employer; however, in the event no DHC transportation is provided, the employee will be paid for actual time.

**SECTION 12**  
**Reporting Time**

- (a) Operators who have worked a regular run and who are then required by the Employer to report in person at the rail facility for extra duty and not used, shall be paid from the time they report until relieved, with a minimum allowance of three (3) hours at regular rate of pay.
- (b) Time allowances for Operators who are required to report shall be as follows:
  - 1. Actual time on report with a maximum of two (2) three-hour (3-hour) reports weekdays and one (1) five-hour (5-hour) report on a Saturday, Sunday and holiday. Operators who are released prior to completion of a report shall receive a minimum allowance of three (3) hours at regular rate of pay. Operators who complete a report or are released before completion of report and given another report time within one (1) hour of last release shall be paid for all intervening time between reports. If an Operator on report requests and receives approval to leave work, the Operator will be paid for elapsed time on report up to the time of approval.
  - 2. Operators who receive a work assignment that commences before the three (3) hours elapse shall be paid continuous report time from the beginning of report to commencement of assignment.
  - 3. Operators who receive a work assignment that commences three (3) hours or more after commencement of report shall be paid for actual time on report with a minimum payment of three (3) hours.
  - 4. An Operator who "passes" shall not be entitled to any report time allowance.
- (c) The use of free report Operators shall not be allowed until all available extra board Operators have been contacted by the Employer.

**SECTION 13**  
**Minimum Guarantee Extra Operator**

- (a) Each Operator on the extra board shall be guaranteed forty (40) pay hours per week (Sunday through Saturday), provided the Operator reports and fills all assignments

offered to the Operator on the Operator's scheduled work days during the pay period. Eight (8) hours will be deducted from guaranteed time for each day the Operator fails to report or fails to work.

- (b) Work performed by an extra board Operator on the employee's regular days off shall not be considered in computing the minimum guarantee.
- (c) Holiday pay will not be used in computing minimum guarantee if an extra board Operator works the holiday.
- (d) Holiday pay shall be used in computing the minimum guarantee if the employee does not work the holiday.

#### **SECTION 14 Reports**

Operators will be allowed thirty (30) minutes at regular rate for making reports of an accident/incident on the date it occurred. However, if the report is not complete, it shall be completed by the Operator on the Operator's own time. Accident/incident reports shall be turned in within twenty-four (24) hours of the end of the shift in which the accident/incident occurred.

#### **SECTION 15 Uniforms**

- (a) The uniform to be worn by Light Rail Operators shall be in accordance with specifications agreed upon by representatives of the Employer and representatives of the Union. Uniforms may be purchased from stores listed on the uniform purchase certificate.
- (b) During the first year of employment, the Employer shall contribute three hundred seventy-five dollars (\$375) to be applied toward the purchase of a uniform or approved grouping of garments comprising the uniform. Of that amount, one hundred twenty-five dollars (\$125) shall be provided during training and the balance on the employee's one year anniversary. Employees shall receive two hundred seventy-five dollars (\$275) in years two (2) through five (5). In subsequent years, Operators shall receive two hundred fifty dollars (\$250) every other year that shall be applied toward the purchase of approved uniforms. Such uniform allowance shall be valid for a period of one (1) year from the anniversary date.
- (c) The Employer may elect to provide the employee with a new uniform comprised of three (3) trousers or skirts, three (3) shorts, five (5) shirts or blouses, two (2) ties and one (1) jacket or one (1) each of the sweaters in lieu of the payment of one (1) annual increment of the uniform allowance. If the Employer elects to exercise this option, the employee may have the option of wearing the old uniform or the new uniform for a period of two (2) years (no mixing of same).

(d) If the Operator leaves the Employer prior to the Operator's completion of probation, the uniform monies provided in the first weeks of training shall be recovered, to the extent possible, from the employee's final paycheck.

## **SECTION 16 Toilet Facilities**

RTD will continue to provide either port-a-potties or restroom facilities. The Employer and the Union will work together on the Runboard Committee to meet the following deadline: No later than three (3) years from the effective date of this Agreement adequate restroom facilities or port-a-potties that are clean, have soap and running water, flushing toilets, electricity, and heating systems, and that are adequately stocked with supplies will be provided by the Employer in sufficient quantities to support the number of employees reasonably expected at RTD Transit Centers, Park-n-Rides, and anywhere bus recoveries and Operator respites are scheduled. The Union will be included in determining the adequacy of restroom facilities as part of new projects and future expansion of existing Park-n-Rides. The Employer will meet with Union representatives to review the adequacy of such facilities at the pre-runboard and runboard meetings of the Runboard Committee. Approximately two weeks after implementation of each runboard and otherwise as required there shall be a pre-runboard meeting. The Union Runboard Committee members shall be excused from their work and paid for the time to attend the pre-runboard meetings including travel time.

## **SECTION 17 Transferring Vehicles**

Vehicles shall be transferred from one Division or location to another by qualified bargaining unit members if available. Employees will be paid a minimum of one (1) hour for transferring or trading vehicles.

## **SECTION 18 Travel Time**

In addition to all other pay, travel time for making a relief or being relieved away from the Division shall be paid on a straight-time basis based on the current RTD published schedule.

## **SECTION 19 Part-Time Operators**

Part-time Light Rail Operators of the Employer shall be covered by the provisions of this Section.

(a) In addition to this Section, Part-time Light Rail Operators of the Employer shall be covered under the following Sections of Article I, General Provisions:

1. Management-Union Relations
2. Term of Agreement
3. Recognition and Bargaining Unit

4. Additional Agreements between the Parties
5. Rights of Management
6. Affirmative Action/Equal Opportunity
7. Union Membership
8. Discipline
9. Grievances/Arbitration
10. Union Officers
11. Posting of Jobs/Employment
12. Probationary Employees
13. Qualifying Employees

- (b) The maximum number of Part-time Operators shall not exceed twenty-one percent (21%) of the number of Full-time Light Rail Operators.
- (c) Part-time Operators shall not vote more than seven (7) platform hours per day or work more than thirty-(30) platform hours per week.
- (d) Part-time Operators shall be limited to working weekday (Monday through Friday) a.m. and/or p.m. peak hour trippers. Part-time Operators may work weekend runs after Full-time Operators have voted; however, only regular Full-time Operators may be assigned to the weekend extra board. Part-timers will be allowed to work weekend work only. Weekend work performed by Part-time Operators shall be excluded from the weekly maximum. A.M. and P.M. trippers may be combined into single work assignments for vote by part-time operators.
- (e) Weekday and/or weekend extras such as sporting events and concerts may be assigned to Part-time Operators and such extras shall be excluded from the weekly maximum.
- (f) Part-time work as posted by scheduling shall be voted by part-time system wide seniority. If a Part-time Operator is reassigned work during a vote, there shall be no loss of pay.
- (g) Part-time Operators shall be paid according to the progression of Full-time Operator scale up to the twenty percent (20%) discount level. Upon conversion to Full-time Operator status, the operator shall resume progression with respect to wages.
- (h) Part-time Operators shall be granted free transportation on the routes of the Employer as specified in Article II, Section 3.
- (i) Part-time Operators shall not be eligible for pay guarantees or penalty pay provisions.
- (j) Part-time Operators shall not be eligible for paid leave or other fringe benefits applicable to Full-time Operators, except as specifically provided in this section, Article II, Section 8, or as required by law.
- (k) Part-time Operators shall receive uniform allowances as provided in Section 16.

- (l) Part-time Operators shall not accrue full-time seniority. A Part-time Operator who applies for and is accepted for employment as a Full-time Operator shall, for all purposes, accrue seniority only from the date of their hire as a Full-time Operator. Part-time employees converting to Full-time Operator status shall advance by seniority amongst those determined by the Employer to be qualified.
- (m) All Full-time Operator positions will be filled from an integrated date-of-hire list of Part-time Operators and Community Based Operators (utilizing the Employer's conversion procedure) based upon qualifications. However, former Full-time Operators with frozen seniority will continue to have priority for Full-time Operator positions before Part-time Operators. Part-time Operators shall have an opportunity to be considered for other full-time bargaining unit positions after other qualified full-time employees and prior to external new hires. Employees from other occupational groups shall have the opportunity to bid into Operator positions prior to external new hires. Employees seeking Full-time Operator positions must meet all qualifications as established by the Employer.
- (n) Preference in the selection of Part-time Operators shall be given to qualified Community Based Operators before giving preference to qualified retired RTD Operators.
- (o) The Employer is self-insured and shall provide the equivalent benefit of one hundred thousand dollars (\$100,000.00) felonious assault insurance for each part-time operator as set forth in the union labor life insurance company group policy C-2881 maintained at the RTD/ATU 1001 Health and Welfare benefits office.
- (p) No Full-time Operator shall be permitted to bid a part-time position.
- (q) No Full-time Operator will be laid off while Part-time Operators are employed.
- (r) Six (6) hours holiday pay will be paid in addition to the employee's regular pay for holidays worked by Part-time Light Rail Operators. In addition, Part-time Operators shall be paid six (6) hours for the following six (6) holidays: New Year's Day, Memorial Day, the Fourth of July, Thanksgiving, Labor Day, and Christmas.

## **SECTION 20**

### **Student Instruction Operators**

- (a) All vacant instructor positions shall be posted for bid and final selections will be made by the Employer based upon factors including, but not limited to, qualifications, seniority, driving record, attendance, accident record and availability.
- (b) All instructors shall vote vacations according to seniority on the same basis as the vote is presently conducted.
- (c) Revenue Operator Instructors. In addition to regular run pay, Revenue Operator Instructors shall receive one dollar and eighteen cents (\$1.18) per hour instruction

premium for all hours worked. Revenue Operator Instructors may perform full-time instruction duties during the initial operator training, and shall be paid a one dollar and ninety cents (\$1.90) per hour instruction premium for actual time spent performing those duties instead of the one dollar and eighteen cents (\$1.18) instruction premium.

- (d) All instructors must maintain an acceptable performance rating as determined by the District.
- (e) Instructors who operate trippers that fall within their normal eight (8) hour assignment shall not receive additional pay except when such assignments exceed eight (8) hours and pursuant to the overtime provisions outlined under Article II, Section 11.
- (f) Student Instruction: This provision does not imply that all full-time or non-revenue instruction must be given by either represented or non-represented employees. Revenue instruction shall be performed by qualified Light Rail Operators.



**Article VIII  
LIGHT RAIL MAINTENANCE**

**SECTION 1  
Workweek**

- (a) The regular workday for employees of the maintenance divisions shall not exceed eight (8) hours actual working time for employees working five day schedules, and shall not exceed ten (10) hours actual working time for employees working four day schedules if a four/ten arrangement is in place. The regular workweek of these employees shall not exceed forty (40) hours per week. The workweek for maintenance division employees shall be Sunday through Saturday. Each maintenance division employee working a five day schedule will be entitled to two (2) consecutive days off, and each maintenance division employee working a four day schedule will be entitled to three (3) consecutive days off within each workweek, if a four/ten arrangement is in place. Once the starting time of a work shift for maintenance division employees has been established, the Employer may change a shift a total of one (1) hour. If the start time for the shift is changed by more than one (1) hour or the shift's days off are moved, the Employer will post one (1) position in the affected occupational group and shift for re-bid. Employees shall be entitled to one (1) ten (10) minute clean-up period.
- (b) Breaks: each employee shall be entitled to two (2) paid fifteen (15) minute breaks and one (1) thirty (30) minute unpaid lunch. Employees will not be required to work overtime of more than two (2) hours without a meal relief.
- (c) There will be a system-wide job pick in all maintenance divisions every two years. The Employer will post the bid procedure and job matrix in each division ten (10) days prior to the vote. Union representatives will be scheduled and paid by the Employer to be present and assist represented employees with voting at all voting locations as part of their work day. The job pick will proceed if a majority of union representatives are on the call or as otherwise agreed.

**SECTION 2  
Unit Work**

- (a) Maintenance work substantially covered by manufacturer's or construction warranties will be performed by the supplier or contractor while such warranties are in force and effect. Maintenance work requiring special tools and/or equipment not reasonably available to the Employer may be contracted out if the contract would not displace maintenance employees of the Employer.
- (b) The Employer may temporarily subcontract as it deems necessary subject to the conditions outlined herein: Except in emergencies, The Employer will notify the Union prior to letting of subcontracts and will fully inform the Union of the estimated

scope and duration of the work. Following such notification, the Union may request and will be granted an informational meeting for further discussion of the contract work. The Employer agrees that such subcontracting of work will be kept to a minimum as dictated by operating requirements. Subcontracting of work normally performed by Union members will not be done if it results in any of the following: Any employee being laid off, involuntarily moved from their occupational group or classification, or required to work at a lower rate of pay. No subcontractor will be permitted to perform vehicle maintenance work on the Employer's properties except as provided in subsection (a) above or in reference to tires and radios.

- (c) All maintenance work presently performed by bargaining unit employees shall not be subcontracted, except as in (b) above. The officials of the Union and appropriate representatives of the Employer will meet together regularly at mutually agreeable times to develop and foster a mutual understanding with respect to avoiding the need for subcontracting. The Union shall be allowed to make service proposals which utilize bargaining unit employees for services that are presently subcontracted.
- (d) Facilities maintenance personnel may be assigned on a temporary basis to facilities according to individual skills necessary or to meet operating requirements.
- (e) Testing of vehicles by quality control personnel may be performed at the discretion of the Employer, but limited to tests of two (2) hours or less.
- (f) Maintenance trainers may move a vehicle if such movement is limited to thirty (30) minutes or less and is for the purpose of an RTD training class.
- (g) The purchase of rebuilt components shall be in conformance with Article I, Section 20 "Rebuilt Parts."

### **SECTION 3**

#### **Tools**

- (a) The Employer will furnish all required special tools. In maintenance groups 1(a), II, and group IV, the first year tool allowance shall be five hundred ten dollars (\$510.00). The tool allowance shall increase by ten dollars (\$10.00) in each successive year of the contract. The tool allowance for all eligible employees shall be issued in the form of a check. Taxes will be deducted; however, no receipts are required. Eligible employees must ensure that they maintain at least the minimum tools required on their position's tool lists. A qualified employee shall be defined as an employee required to furnish their necessary tools in the performance of the employee's duties as defined by the Employer and who has been in the qualifying occupational group for over three (3) months. The allowance shall be paid during the pay period in which January 1st falls as follows:
  - 1. Employees hired prior to March 30 of the previous year will be paid one hundred percent (100%) of the tool allowance.
  - 2. Employees hired April 1 through June 30 of the previous year will be paid fifty percent (50%) of the tool allowance.

3. Employees hired July 1 through September 30 of the previous year will be paid twenty-five percent (25%) of the tool allowance.
- (b) The employee is responsible for keeping their tools and toolboxes secured at all times. The Employer shall reimburse up to twenty thousand dollars (\$20,000.00) for all tools and toolboxes owned by the employee that are stolen or damaged on RTD property through no fault of the employee/owner, if the following provisions are met:
    1. The employee must report the theft or damage to the immediate supervisor.
    2. The employee must complete the required RTD and law enforcement reports.
    3. Stolen articles must have been listed on the employee's most recent tool inventory.
    4. The employee has the responsibility of submitting an annual tool inventory list prepared on the employee's own time. In addition, the employee shall be responsible for updating the list as necessary on the employee's own time.
    5. The tools and boxes must be put in an RTD secured and approved area after normal working hours of the employee.
    6. Payments shall be made directly to the tool vendor. Arrangements will be made by the Employer for those payments based on the above criteria.
  - (c) The employee will have the necessary tools within sixty (60) calendar days of commencement of work in the new department or classification.
  - (d) Rail laborers (group VI) shall receive an annual tool allowance of one hundred seventy-five dollars (\$175.00). The tool allowance shall be issued in the form of a check. Taxes will be deducted; however, no receipts are required.

#### **SECTION 4**

##### **Uniforms, Special Equipment, & Apparel**

- (a) Uniforms:

All maintenance employees shall wear uniforms and other apparel as designated and furnished by the Employer. Mechanics, MOW personnel and service persons will be assigned eleven (11) uniforms that the Employer will maintain on a regular basis. The number of uniforms assigned to other employees will be contingent upon the type of work being performed. Each employee will be provided with nametags that must be affixed to each uniform. The laundry service provided by the Employer will launder up to six (6) uniforms per week for each employee. Up to two (2) uniforms may be replaced annually on a one (1) for one (1) basis, if requested. Rail laborers will receive one hundred fifty dollars (\$150.00) once per year to purchase clothing items.
- (b) Special Equipment and Apparel:

The Employer will furnish rubber aprons and gloves to Service Persons and other employees, as required, who work with batteries; diesel fuel and engine wash fluids. Service Persons shall receive an annual shoe allowance of one hundred and twenty five dollars (\$125.00) to be used to purchase shoes that are water and slip resistant. In addition, the Employer will furnish these employees with one (1) pair of waterproof

boots as needed which will be exchanged on a pair for pair basis. The Employer will also initially furnish other special equipment and apparel.

- (c) The employee to whom such uniforms, special equipment and apparel is issued, shall reimburse the Employer if the uniforms, special equipment or apparel are lost, and shall return them or reimburse the Employer for them when the employee leaves the service of the Employer or is transferred to another job not requiring them.

## **SECTION 5 Instruction**

- (a) Formalized on-the-job instruction in occupational groups I, II, III, IV and VI will be done by qualified employees within the respective classification.
- (b) Formalized on-the-job instruction may consist of the following:
  1. Classroom or prepared instructional material or
  2. Hands-on instruction to the student or
  3. Student's demonstrated acknowledgment of learned skills or
  4. Follow-up assessment.
- (c) In addition to the straight-time hourly rate of pay, instructors shall receive an additional \$1.05 per hour instruction premium for actual time authorized for training students in the formalized, on-the-job instruction program as outlined above.
- (d) On-the-job instruction will be provided by instructors after proper authorization from the appropriate manager.
- (e) Instruction positions will be posted for bid and final selection will be made by the Employer based upon factors including but not limited to qualifications, seniority, attendance, and availability.

## **SECTION 6 Maintenance Division Reliefs**

Following the completion of the probationary period, an employee will be assigned either to a specific shift with designated days off, or to a relief position with designated days off. Such relief position shall designate a "home position" by division and shift. The Employer may create permanent relief positions not to exceed ten percent (10%) of the total number of employees in the classification. Any classification having a regular contingent of more than five (5) employees but less than twenty-five (25) employees shall be entitled to two (2) relief positions.

A relief employee may be moved for less than sixty (60) calendar days at the discretion of the Employer. Following the completion of their fifty-nine (59) day assignment, relief employee(s) shall be returned to their "home position" location. In the event that realignment of relief employees is anticipated to equal or exceed sixty (60) calendar days, a restricted job pick of relief employees shall occur. Vacancies not filled during a

vote shall be filled through assignment by inverse seniority order. Upon completion of any assignment involving such a move or realignment, employees shall be returned to their "home position" locations.

## **SECTION 7 Certification/Recertification**

- (a) Light Rail maintenance employees shall satisfactorily complete RTD's training/certification program and must pass all certification and recertification examinations as required by the employer. Failure to successfully complete either of the above will result in the employee being disqualified from their position. LRV electro-mechanics, LRV general repair mechanics, track maintainers, and mow signal and power maintainers will be required to be certified by the end of their first year in that position and every two years thereafter. The employee will be given the chance to take the certification tests within 30 days of their one-year anniversary in that position. An employee who failed to certify shall be given the opportunity to re-test within ten calendar days from the date the employee is notified that they failed the initial examination.
  
- (b) An employee so disqualified will be ineligible to apply for any Light Rail positions for a period of one (1) year.
  
- (c) One year from being certified, employees will be paid the recertified rate (as determined by wage increases), per hour. Pay raises and pay premiums are tied to certification and recertification programs or tests. All pay rates and pay scales will be strictly time based from time in the position as listed in the pay tables of Article II, Section 10 dependent on certification and recertification.
  
- (d) Track Maintainer/Equipment Operator: During certification/recertification the following will occur:
  - 1. In the preceding 12 months the employee will partake in a tamper operation class. Successful completion of that class is one third (1/3) of the certification/recertification process.
  
  - 2. During this class, another Union employee in the same position, Track Maintainer Operator (TMO), will witness the class/operational check at the end of class and will sign off on the employee which would complete the second (2<sup>nd</sup>) third (1/3) of the certification. If a TMO is not available the sign off will be completed by a qualified non-represented individual.
  
  - 3. During that same year, the Track Maintainer Operator will take the usual certification test/class all track maintainers take including a written test/switch inspection etc. This would be the final third (1/3) of the certification process for a TMO.
  
  - 4. TMO's would need to pass all 3 to become certified. If a TMO were to fail the tamper class they would be reduced to Track Maintainer, provided they passed that portion of the certification.

5. This class is to be provided by a 3rd party until which time MOW can internally provide its own training, no later than June 1, 2022.

## **SECTION 8 Apprenticeship**

Within thirty (30) days of the ratification of this Agreement, the Employer and the Union will establish a Workforce Development Committee which will create and implement Department of Labor registered apprenticeship programs and other workforce development programs. This committee will explore a program for shared Maintenance of Way for Light Rail and Commuter Rail operations.

## **SECTION 9 Loss of License**

Maintenance employees who lose their CDL will be permitted to remain at work for a maximum of one hundred (100) calendar days, and during such time will be paid at the entry level wage rate for their respective classification. Said employees may not operate any RTD equipment either on or off property. Any employee found to have operated equipment during this specified time period may be subject to discipline up to and including discharge.

**Article IX  
FARE INSPECTORS**

**SECTION 1  
Workweek and Breaks**

- (a) The workweek for fare inspectors shall be Sunday through Saturday and shall consist of five (5) days of eight (8) hours of actual work time or four (4) days of ten (10) hours of actual work time if a four/ten arrangement is in place. The regular workweek for fare inspectors shall not exceed forty (40) hours. Fare inspectors shall receive consecutive days off within each workweek. The minimum number of straight shifts shall not be less than fifty-five percent (55%) of the total shifts on weekdays and sixty-five percent (65%) of the total shifts on weekends. A greater or lesser percentage may be mutually agreed upon between the Employer and the Union. Once the starting time of a work shift for fare inspector employees has been established, the Employer may change a shift a total of one (1) hour. If there is a change of more than one (1) hour or in days off, the Employer will post positions in the fare inspector group for rebid.
- (b) Breaks. Fare inspectors working a straight assignment of eight (8) hours or more will receive an unpaid lunch break of thirty (30) minutes. Employees shall receive one (1) fifteen (15) minute break in the first (1st) half of a shift and one (1) fifteen (15) minute break in the second (2nd) half of a shift.
- (c) When an employee is called back to work within thirty (30) minutes after the completion of the employee's regular shift, continuous time will be paid from the completion of the shift until the employee's return. An employee will not be required to work overtime of more than two (2) hours without a meal relief.

**SECTION 2  
Assignment of Work**

- (a) Fare inspectors shall select their days off, the shift of their choice and holidays by seniority.
- (b) Fare inspector bimonthly shift assignment shall be posted by 10:00 a.m. the Monday before implementation. Complete information relative to pay time and overtime on each shift assignment will be available for fare inspector's review. Fare inspectors shall select their assignment by seniority commencing at 10:00 a.m. the Wednesday before implementation. Fare inspectors shall be permitted five (5) minutes to vote. No voting shall be conducted on holidays, Saturdays or Sundays.
- (c) Holiday work: The Employer will determine the number of employees required to work holidays. Two weeks prior to a holiday, the Employer will post a list for employees who are regularly scheduled to work on the day of the holiday. Employees who wish to volunteer to work on the holiday may sign the list. The Employer will select by seniority from this volunteer list the number of employees to fill the shifts. If an insufficient number of employees volunteer, the employees with

the least seniority shall be required to work.

(d) All fare inspection work shall be performed by union employees.

### **SECTION 3 Rest Periods**

Schedules shall be designed to allow a minimum of eight (8) hours off between shifts.

### **SECTION 4 Uniforms**

- (a) The uniform to be worn by fare inspectors shall be in accordance with specifications agreed upon by representatives of the Employer and representatives of the Union and may be purchased from stores listed on the uniform purchase certificate.
- (b) Fare inspectors shall receive uniforms in accordance with the terms and conditions of Article VII, Section 16.
- (c) The Employer shall issue to each employee a set of uniform clothing as described in paragraph (b) above upon the employee's successful qualification and assignment to the position of fare inspector.

**Article X**  
**COMMUTER RAIL ENGINEERS**

**SECTION 1**  
**Certification Pay**

Commuter Rail Engineer certifications are based on the unique qualifications specific to heavy rail, and the federal regulations of those operations.

Engineers shall be paid a fifty cent (\$0.50) per hour certification pay for each of the following applicable categories provided they meet the criteria:

1. Engineer
2. Conductor; and
3. Territory qualifications for each territory fully qualified\*  
\*current territories are defined as: A-Line, B-Line, G-Line, N-Line, Denver Union Station (DUS).  
(Current paid territories for CRT Engineers are: N-Line, DUS)

**SECTION 2**  
**Workweek**

- a) Except as otherwise provided in this Section, the normal workweek of regular Engineers shall consist of five (5) consecutive days or four (4) consecutive days. Five (5) day workweeks will have a minimum of eight (8) hours per day and four (4) day workweeks will have a minimum of ten (10) hours per day if a four/ten arrangement is in place, including allowances for dead head cushion and intervening time.
- b) Days off shall be scheduled uniformly insofar as possible and shall be voted on by classifications as follows: day runs, split runs, matinee runs, night runs and owl runs. Seniority shall prevail when voting days off, and employees shall be limited to voting in the days off classifications identified in this paragraph.
- c) The regular workweek for extra-board Engineers shall not exceed five (5) days per week. Insofar as practicable, the Employer will endeavor to maintain at all times an adequate extra board list in order to avoid the necessity of working extra board employees in excess of their regular work week. The Employer will also use its best efforts to avoid the necessity of working extra board employees in excess of nine and one-half (9 1/2) hours actual platform time per day. None of the daily assignments of extra board work shall have a greater spread than twelve (12) consecutive hours. Spread time includes report time, sign-up time, platform time, intervening time, and dead head cushion (DHC), it does not include travel time, make up time, or pad.

### **SECTION 3**

#### **Classification of Runs**

Regular runs:

- a) A Regular run is a scheduled piece or combination of work having seven (7) or more platform hours per day and shall pay a minimum of eight (8) hours per day, including allowances for dead head cushion, sign-up, and intervening time.
  
- b) Regular runs shall be classified as follows:
  1. Straight day runs going to work before 09:30
  2. Matinee runs going to work between 09:30 and 12:30
  3. Straight night runs going to work after 12:30
  4. Owl runs going to work after 20:30
  5. Split runs: Split runs shall have no greater spread than twelve (12) consecutive hours. Spread time includes report time, sign-up time, platform time, intervening time, and dead head cushion (DHC), it does not include travel time, make up time, or pad. Day split runs will get off by 20:00 and in no circumstances will get off after 20:30; effective with the January 2023 runboard, day split runs will in no circumstances get off after 20:00.
    - i. Two-way split runs with no piece longer than six (6) hours fifty-nine (59) minutes including platform, dead head cushion, and intervening time.
    - ii. Three-way splits runs with no piece longer than six (6) hours fifty-nine (59) minutes including platform, deadhead cushion and intervening time, with the shorter of two (2) breaks being paid as intervening time at straight time rate.
  
- c) The minimum number of straight weekday runs shall be not less than sixty five percent (65%) and eighty percent (80%) on weekend runs of the total runs for Commuter Rail operations. A greater or lesser percentage may be mutually agreed upon between the Employer and the Union.
  
- d) Regular runs shall be so scheduled as to make the daily hours as uniform as is practicable.
  
- e) Loop Extras operate at the direction of dispatch no dispatcher shall direct a Loop Extra to operate a run or line in excess of four (4) hours. Except as allowed by this Agreement, no non-bargaining unit employees will operate Commuter Rail vehicles except in cases of emergency.
  
- f) No regular run shall have a greater spread time than twelve (12) consecutive hours.

### **SECTION 4**

#### **System Votes**

- (a) There shall be a system vote by all Engineers effective:
  1. The first pay period in January
  2. The first pay period in May
  3. The first Sunday in September
  4. Whenever a Division is closed

5. Whenever a Division is opened
6. Whenever all runs on a local route are transferred from one Division to another
7. Whenever routes are inaugurated or abolished. Vote date implementation may be moved by two (2) weeks in order to maximize efficiency. New runs and/or territories added between runboards will be run as extras and voted at the next run vote.

(b) Regular runs shall be voted in accordance with the prevailing seniority board.

(c) With the exception of extra boards, new runboards including all full-time and part-time work and a copy of all schedules shall be posted seventy-two (72) hours (excluding Saturdays, Sundays, and holidays) before Engineers are required to vote. Completed information relative to pay time and overtime on each run and train cards will be available for Engineers' review. No voting shall be conducted on holidays, Saturdays or Sundays. Union representatives shall be scheduled and paid by the Employer to be present and assist represented employees with voting at all voting locations as part of their work day. The voting procedure shall be as follows:

1. Engineers shall select the run of their choice or the extra-board, days off and holidays in accordance with seniority standing.
2. Voting will be conducted from 08:00 to 20:00, or until completion of the daily voting.
3. Fifteen (15) days prior to commencement of the vote, an appropriate seniority list will be posted indicating Engineer's name, seniority number, voting seniority date, date and time designated to vote, time allocated to vote on that date, and a designation for the engineer to indicate territory, run, and days off and Division voted. Engineers will be permitted five (5) minutes to vote with a ten (10) minute make-up period during each hour of scheduled voting.
4. On the date and time an Engineer is scheduled to vote, they may be present in advance of the time designated to review the run board. An employee will vote within prescribed time limits unless the vote is delayed by the Division supervisor. The Engineer must give the Division supervisor the Engineer's selected run at or before the designated voting time. If an Engineer is unable to be present at the time designated to vote, the Engineer must leave a minimum of five (5) choices with the Division supervisor on an "assignment choice form" in accordance with the instructions thereon. If an employee is working and has left choices which are not available, the Division supervisor will contact the employee to determine choices and, upon the employee's request, will arrange to have the employee review the runboard at the earliest possible time. If an employee is not working and has left choices, which are not available, the Division supervisor will make a reasonable effort to contact such employee to determine choices, provided scheduled vote time requirements are met. The Division Manager, the Assistant Division Manager or a designated member of management shall make a run selection for an employee who fails to be available at the scheduled time to vote who is not working, or for an employee who is working and has not left choices based upon:
  - i. The run most similar to the employee's run choices submitted;
  - ii. The employee's present run;

- iii. The run most similar to the employee's present run;
  - iv. The run in the nearest operating Division similar to the run choices submitted;
  - v. The run in the nearest operating Division similar to the employee's present run;
  - vi. The extra board at the employee's present Division;
  - vii. The extra board in the nearest operating Division.
- (d) Runboards, seniority lists, run assignment sheets, headway sheets, runboard comparison lists, relief points, train cards, run pay, schedules, and preliminary extra boards shall be made available to the Runboard Committee of the Union five (5) days in advance of their posting.
- (e) No Engineer shall be passed on a vote unless the Employer and the Union have mutually agreed in advance of the vote that the Engineer will not return to work at any time during the vote. If an Engineer passed at the time of the vote returns to work during the vote period, the Engineer shall assume the Engineer's normal rotation position on the extra board and work the extra board during the duration of the vote.
- (f) The Runboard Committee of the Union and appropriate representatives of the Employer will meet together regularly at mutually agreeable times to develop and foster a mutual understanding with respect to runboards, worksheets and schedules. On the day of the runboard meeting, the Union Runboard Committee members shall be excused from their work to prepare for and attend the runboard meeting and shall be paid their regular pay for the day of the Runboard Committee meeting. Approximately one week before each runboard, the Employer will post at each Division, information for each run showing sign-up time, travel time, on-duty operating time, on-duty non-operating time, platform time and pay time.
- (g) It is the employee's responsibility to elect the assignment in accordance with the voting rules. Failure to vote at the time established will result in the Division Manager or Assistant Division Manager choosing a run as outlined in (c) (4) above.
- (h) In the event it becomes necessary to redistribute a limited number of Engineers between Divisions, a list shall be posted soliciting volunteers from the extra-board. In the event a sufficient number of volunteers are not secured, a maximum of seven (7) Engineers per vote shall be moved based on inverse seniority from the extra-board. Only volunteers will be solicited in the event it becomes necessary to move Engineers between the day and night boards at a given division.
- (i) The Employer will not allow any employee to bid work that would violate DOT/FMCSA/FRA regulations.

## **SECTION 5**

### **Extras**

- (a) All work assigned to Engineers that is not designated as regular runs when the

board is posted will be classified as extras and assigned to Engineers on the extra board.

- (b) A regular or extra board Engineer who has completed the Engineer's regular assignment shall only be required to run extra trips or do extra work in cases of emergency or when there is no extra board Engineer available, but when so required to do extra work, such work shall be divided as nearly equally from day to day as is possible.
- (c) All extras shall be subject to change at any time without requiring a new vote.
- (d) Extras worked by Engineers in addition to a regular run shall be paid at the overtime rate with a minimum time allowance equal to five (5) hours straight time.
- (e) Engineers will not be assigned work in any other department except on a voluntary basis. RTD will assign runs that would otherwise be dropped, to Engineers with voted Loop Extras (including if voted as a hold-down, or if it is the Loop Extra Engineer's day off) or who have volunteered. If that is not practicable, RTD may assign such work in the same manner as a special event under Sub-section II, (e) of the extra board procedures.

## **SECTION 6 Extra Boards**

Sub-section I:

- (a) The Extra Board shall be divided into a day board commencing at 00:01 and a night board commencing at 12:01. The day board shall consist of day runs, splits, matinees, night and day extras. The night board shall include night runs, matinees, owl runs, day and night extras. Employees shall choose, according to seniority, either the day board or the night board and shall vote their days off at the time the board is voted. The Employer shall establish the number of Engineers on each board and the number of Engineers who may be off each day. The extra board procedures shall be amended by the parties as deemed necessary. Any subsequent changes to these procedures will be subject to negotiations with the Union.
- (b) The number of employees allowed to vote the extra board will be determined by the Employer. Employees on prolonged leaves of absence will not be considered active employees. Voting on the extra-board is according to seniority and when the extra board has been filled, employees who have not yet voted must vote for those runs remaining open. The extra board is not a preferred board and employees who vote the extra board will work the extra board with all its ramifications and must accept all work usually assigned to extra board employees.

Sub-section II:

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

will be available for review by the Union upon request.

- (a) Daily Extra Board Work Assignments and Ranking. Work assignments to Engineers on the extra board shall be assigned in the following manner:
1. The extra board shall be ranked each day based available DOT service hours. The Engineer with the most available DOT hours shall be placed at the top of the extra board assignment sheet. The remaining Engineers shall be ranked in descending order based on available DOT hours in compliance with the FMCSA regulations as adopted by the State of Colorado and RTD policy.
  2. The most available work, in the order of the longest to the shortest platform time, shall be assigned to the Engineer at the top of the board with subsequent work being assigned to the remaining Engineers in descending order. Runs and combinations of work will be assigned first. Reports will be assigned next, followed by piece work. Whenever possible, day work should be assigned to the day board and night work should be assigned to the night board. Except for volunteers, day board Engineers shall not be assigned work that gets off after 20:00, and in no circumstances will get off after 20:30; effective with the January 2023 runboard, except for volunteers, day board Engineers will in no circumstances be assigned work that gets off after 20:00; and night board Engineers shall not be assigned work that starts before 09:30.
  3. Report assignments for scheduling purposes shall be credited with 10 hours of platform time. For the purpose of forecasting available hours of service and assigning extra board work, Loop Extras will be assumed to be 8 hours. DOT hours of service reports used for the basis of ranking the board will be finalized before beginning the daily assignments.
  4. The work day for the night board is from 12:01 to 12:00. The day boards work day shall be defined as being from 00:01 to 00:00.
  5. The board assignment sheets will indicate regular day off volunteer (DOV) regular day off, no work (NOW), "Call Division Supervisor" (CDS), and also indicate operators on a hold down (HDB).
  6. Sick calls received after the extra boards have been posted will be entered on the following day's work sheet for assignment to the extra board or held over for reports.
  7. Daily extra board assignments will be posted by 12:00 of each day for the day board and 17:00 for the night board.
  8. If staffing shortages dictate, both halves of a split may be assigned to the night extra board Engineer.

(b Hold-down Boards

1. All operating groups will maintain a hold-down board at each division. After the vote is completed, all open runs will be made available on a weekly basis for voting by extra board Engineers. Full week runs shall be posted as voted with no modifications subject to paragraph 4 below. The Union agrees to hold the District harmless in the event that the hold-down board is unavailable the first week of the vote.
2. Work available on a weekly (Sunday through Saturday) basis for hold-downs will be posted for voting by extra board Engineers on a seniority basis. Extra board Engineers may select weekly work assignments by seniority as an alternative to daily work assignments. The posted seniority order will establish seniority for the hold-down board assignment. The senior bidder will be awarded their first choice with subsequent work being assigned to the remaining Engineer in descending order. If an extra board Engineer is not able to be present at the time scheduled to vote a hold-down, they may leave choices on an "assignment choice form," in accordance with the form's instructions. If an extra board Engineer fails to vote or leave a choice which can be assigned, the Engineer will be passed by the Division supervisor and will be on the rotating extra board for the subsequent week.
3. Open runs resulting from a vacation, leave of absence, or separation from employment will be included on the hold-down vote (provided the regular employee is not expected to return to work before the hold-down period is completed) and will be posted with other work available for hold-down from noon (12:00) Wednesday through noon (12:00) Friday. Interested extra board Engineers must submit a bid before noon (12:00) Friday for the upcoming workweek. Late bids will not be accepted. The results of the hold-down bids will be posted by 13:00 on Friday afternoon. Runs available for extra board hold-down not selected on a weekly basis shall be assigned to the respective day or night rotating board.
4. Successful bidders will assume the scheduled days off of the hold-down, including any holiday passes, and relinquish any claim to their voted days off for the week of the hold-down. A holiday run voted on the hold-down becomes part of the weekly assignment and must be worked. It is important for hold-down board Engineers to check the extra board daily, including days off for which they volunteered, as they may be subject to extra work assignments on their day to work or on the scheduled day off depending on staffing needs. Holiday passes may also be denied. Extra board Engineers who pass on hold-down work will become part of the rotating extra board for that weekly period and retain their days off.
5. In the event that the Engineer with a voted run on the hold-down board returns to work prior to the end of the week, the hold-down board Engineer will return to the regular daily extra board and will maintain the days off of the voted hold-down run for that week. The extra board Engineer is not guaranteed the run pay for the whole week - only for what they worked.

6. Matinee runs may be voted for hold-down by either day or night board Engineers, and determined by seniority. Any matinee with any night run in the combination may be voted only by the night board.

(c) Day Off Work Assignments and Day Off Volunteers

1. Before assigning mandated day off work, the Employer shall communicate by data messages and postings the need for extra work to all Engineers who are qualified for the work prior to the start of the work assignment. Regular day off overtime shall be distributed among all extra board Engineers based on available DOT hours.
2. Extra board Engineers may volunteer to work on their scheduled days off by signing the designated register by 11:00 for day board and 16:00 for night board of the day before their scheduled days off. Extra board Engineers volunteering for day off work are responsible for checking the extra board postings only for days they have volunteered.
3. The first day of their workweek for night board Engineers begins at 12:01. Therefore, assignments before 12:01 of the first work day of the week will be considered day off work.
4. A Day-Off Volunteer (DOV) who is working their 6th day is responsible for checking for any 7th day work assignment. An Engineer who has volunteered and is working their 6th day is responsible for checking for any 7th day work assignment. An Engineer who is needed for 7th day work and who has not been assigned work on their 6th day must be contacted personally by management regarding a 7th day work assignment.
5. In the event it becomes necessary to assign piece work or overtime, work shall be assigned in the following order:
  - i. Extra board Engineer / Hold down board Engineer - regular day to work.
  - ii. Extra board Engineer - Day Off Volunteer (DOV).
  - iii. Hold down Engineer - Day Off volunteer (DOV).
  - iv. Regular full-time Engineer volunteers.
  - v. Extra board Engineers mandated for day off work - the shortest possible platform runs should be assigned.

(d) Foreign Division Work Assignments

1. Extra board Engineers may be assigned foreign Division work from time to time. It is necessary that this foreign Division work to be filled whenever Engineers are available at other Divisions.
2. Extra board Engineers on report will be permitted to pass foreign Division work (full run) one time without penalty, so long as an Engineer below them on report is available and willing to take the assignment. However, the work cannot be passed a second time. If this Engineer is the last report on the board they must perform the work.

3. Foreign Division work may consist primarily of extras or piece work. Full runs may be given to a foreign Division provided that all Engineers of that foreign Division have been fully used.
  4. Foreign Division piece work cannot be passed.
  5. Home Division work cannot be passed.
- (e) Broncos / Rockies / Special Events/Contracted Services. Broncos / Rockies / Special Events will be assigned in the following order:
1. Extra board Engineers, regular day to work (to the extent it minimizes guarantee).
  2. Part-time Engineers – volunteers.
  3. Extra board Engineers - Day Off Volunteer (DOV).
  4. Hold down Engineers - Day Off Volunteer (DOV).
  5. Regular full-time Engineers from the volunteer list.
  6. Extra board Engineers Mandated for day off work (non-DOV).
  7. Regular day off Engineers by inverse seniority order.

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

- (f) Mandatory Overtime Procedures. The procedure outlined below will be followed when forcing Engineers to work overtime and should be applied equally at all Divisions. Before the procedure is implemented, it is important to check with the other Divisions to determine if any extra board Engineers are available. When Engineers are unavailable, the following procedures will be followed:
1. Day off regular volunteers should be contacted first
  2. Notice to all Engineers should be put on the electronic signs in the Division, informing Engineers of the need for volunteers for the upcoming overtime.
  3. If there is still a need for Engineers a direct order is issued to extra board day off Engineers (both rotating and hold down board) in inverse order. An Extra Board Engineer who is mandated for 7th day work and who has not been assigned work on their 6th day must be contacted personally by management regarding a 7th day work assignment
  4. After extra board day off Engineers are exhausted, if there is still a need for overtime, regular day off Engineers in inverse seniority order, will be issued a direct order to report for work at least seventy-two (72) hours prior to the start of the work assignment.
  5. The Employer will accommodate requests for time off for pre-existing legal or medical appointments, if the requests are made with four (4) days' notice and

follow up documentation is provided. Absent such accommodation, an Engineer that refuses to work may be disciplined.

6. In the event of a staffing shortage, an Engineer who volunteers to work one of their days off and is approved by RTD to work that day shall not be required to work their other day off. No Engineer shall be required to work both of their days off.
7. Engineers assigned work under this Section, or otherwise volunteering to perform extra work beyond their normal work assignment, shall be paid overtime pay one and one half (1½) times in accordance with Article II, Section 11, plus two dollars (\$2.00) per hour paid at the overtime rate if in overtime status.
8. Except for extra board Engineers, the Employer agrees that all mandated work will be given seventy-two (72) hours in advance of the mandated work assignment. Division Supervisors will make contact with Engineers who come into the Division in the course of their workday (i.e. to get their supplies or turn in transfer canisters) and shall hand-deliver the following notifications with their work assignments:
  - i. Requests for Information (RFI)
  - ii. Notification of Attendance Infraction
  - iii. ADA related Manager's Notification to Operator (e.g. Z-list, Invite List)
  - iv. Mandated Work Assignment letters
9. Engineers who do not come into the division in the course of their workday will be notified by placing a time stamped notification in their mailbox. All mandated work assignment notifications must include a specific work assignment. If the Employer does not give seventy-two (72) hours advance notice, the employee shall be paid double their hourly rate, or is not required to show up for that day's work and no attendance infraction will be given plus no penalty.
10. The hourly rate of pay for Engineers who volunteer for and fill a work assignment within twenty-four (24) hours of the start of the work assignment shall be double their regular hourly rate for that assignment. All incentives and premiums for the work assignment and/or the Engineer's position will not be doubled but shall continue to be paid at the regular rate.

## **SECTION 7**

### **Run Guarantee**

- (a) The guaranteed time of a regular run and of a regularly scheduled piece of work to which an Engineer is assigned shall be paid if the Engineer is ordered relieved, sent to the rail facility ahead of scheduled time or the run or piece of work is canceled. If an Engineer is taken off a run to perform other duties which do not call for as much time as a regular run or regularly scheduled piece of work, the Engineer shall be guaranteed the Engineer's run pay provided the Engineer has reported for and begun the run or regularly scheduled piece of work and the failure to complete it as

scheduled is due to causes for which the Engineer is not responsible; and provided, the extra board has been exhausted and equivalent work has not been offered to the Engineer. If the work performed in such cases extends beyond the scheduled relief time and appropriate allowances of the regular run or regularly scheduled piece of work, the additional time shall be subject to the overtime provisions of this Agreement to the same extent as if the Engineer had worked the regular run or regularly scheduled piece of work.

- (b) When any voted extra is ordered relieved, sent to the garage rail facility ahead of scheduled time or canceled, the Engineer operating such extra shall be paid for the time scheduled for the extra on that day.

## **SECTION 8 Rest Periods**

Engineers will not be required to report for work after having worked ten (10) continuous hours or a twelve (12) hour spread until they shall have had ten (10) continuous hours off duty, except in cases of emergency. Rest periods for Engineers shall conform to prevailing state and/or federal regulations in effect at any given time. All regular runs with more than one (1) round trip shall have a scheduled recovery time equal to at least ten percent (10%) of the round trip running time for each round trip for purposes of schedule adherence and use of toilet facilities or the actual time needed to perform required duties plus a respite of five (5) minutes plus walking time to a restroom on each end where practicable. Where not practicable, the respite will be ten (10) minutes plus walking time to a restroom at the opposite terminal.

The Union Runboard Committee representative(s) shall present a maximum of five (5) runs/territories to the scheduling staff for running time analysis at the Runboard Committee meetings for the contractually scheduled runboards. Those runs/territories will then be analyzed and any revisions will be part of the contractually scheduled runboard.

## **SECTION 9 Sign-Up and Turn-In**

RTD will pay employees based on actual start and finish time of work performed, including required pre-trip and post-trip activities as follows:

- (a) Engineers shall be paid fifteen (15) minutes to report at the 7-11 building, don their uniform, and sign up with the official in charge and obtain all supplies for all runs, including reliefs.
- (b) Engineers shall be paid forty (40) minutes for a single or a double married pair\* for pre-trip inspections.
- (c) Engineers shall be paid twenty (20) minutes for all trains to perform pull-in, yard parking, surrender of supplies, and turn-in of all items.

\*A married pair is defined as two joined train cars operating as a single fixed unit that has a single pantograph.

## **SECTION 10 Dead Head Cushion and Intervening Time**

- (a) Dead Head Cushion (DHC) shall be paid at the regular hourly rate.
- (b) Intervening time, where applicable, shall be paid for actual time for runs or any other piece of work subject to DHC.
- (c) DHC transportation between facilities will be provided by the Employer; however, in the event no DHC transportation is provided, the employee will be paid for actual time.

## **SECTION 11 Reporting Time**

- (a) Engineers who have worked a regular run and who are then required by the Employer to report in person at the rail facility for extra duty and not used, shall be paid from the time they report until relieved, with a minimum allowance of three (3) hours at regular rate of pay.
- (b) Time allowances for Engineers who are required to report shall be as follows:
  - 1. Actual time on report with a maximum of two (2) three-hour (3-hour) reports on weekdays and one (1) five-hour (5-hour) report on a Saturday, Sunday and holiday. Engineers who are released prior to completion of a report shall receive a minimum allowance of three (3) hours at regular rate of pay. Engineers who complete a report or are released before completion of report and given another report time within one (1) hour of last release shall be paid for all intervening time between reports. If an Engineer on report requests and receives approval to leave work, the Engineer will be paid for elapsed time on report up to the time of approval.
  - 2. Engineers who receive a work assignment that commences before the three (3) hours elapse shall be paid continuous report time from the beginning of report to commencement of assignment.
  - 3. Engineers who receive a work assignment that commences three (3) hours or more after commencement of report shall be paid for actual time on report with a minimum payment of three (3) hours.

## **SECTION 12 Minimum Guarantee Extra Engineer**

- (a) Each Engineer on the extra board shall be guaranteed forty (40) pay hours per week (Sunday through Saturday), provided the Engineer reports and fills all assignments

offered to the Engineer on the Engineer's scheduled work days during the pay period. Eight (8) hours will be deducted from guaranteed time for each day the engineer fails to report or fails to work.

- (b) Work performed by an extra board Engineer on the employee's regular days off shall not be considered in computing the minimum guarantee.
- (c) Holiday pay will not be used in computing minimum guarantee if an extra board Engineer works the holiday.
- (d) Holiday pay shall be used in computing the minimum guarantee if the employee does not work the holiday.

### **SECTION 13 Reports**

Engineers will be allowed thirty (30) minutes at regular rate for making reports of an accident/incident on the date it occurred. If either report takes longer than the minimum, actual time will be paid. Accident/incident reports shall be turned in within twenty-four (24) hours of the end of the shift in which the accident/incident occurred.

### **SECTION 14 Uniforms**

- (a) The uniform to be worn by Engineers shall be in accordance with specifications agreed upon by representatives of the Employer and representatives of the Union.
- (b) RTD will provide engineers the required uniforms and laundry service for RTD work activities. RTD may change vendors but the basic uniform program should remain the same.
- (c) In the event a uniform is not available for an Engineer management will find a suitable alternative uniform for the Engineer. In the event an employee is unable to work as a result of no uniform or suitable alternative being available, they shall be paid all lost time.

### **SECTION 15 Toilet Facilities**

RTD will continue to provide either port-a-potties or restroom facilities. The Employer and the Union will work together on the Runboard Committee to meet the following deadline: No later than three (3) years from the effective date of this Agreement adequate restroom facilities or port-a-potties that are clean, have soap and running water, flushing toilets, electricity, and heating systems, and that are adequately stocked with supplies will be provided by the Employer in sufficient quantities to support the number of employees reasonably expected at RTD Transit Centers, Park-n-Rides, and anywhere bus recoveries and Engineer respites are scheduled. The Union will be

included in determining the adequacy of restroom facilities as part of new projects and future expansion of existing Park-n-Rides. The Employer will meet with Union representatives to review the adequacy of such facilities at the pre-runboard and runboard meetings of the Runboard Committee. Approximately two weeks after implementation of each runboard and otherwise as required there shall be a pre-runboard meeting. The Union Runboard Committee members shall be excused from their work and paid for the time to attend the pre-runboard meetings including travel time.

## **SECTION 16 Transferring Vehicles**

Vehicles shall be transferred from one Division or one location to another by qualified bargaining unit members if available. Employees will be paid a minimum of one (1) hour for transferring or trading vehicles.

## **SECTION 17 Travel Time**

The Employer shall provide a company vehicle or other form of transportation to and from any relief point and the employee's yard/division, and such actual travel time shall be paid.

Designated relief point for CRT operations is: Denver Union Station.

## **SECTION 18 Student Instruction Engineers**

- (a) All vacant instructor positions shall be posted for bid and final selections will be made by the Employer based upon factors including, but not limited to, qualifications, seniority, attendance, accident record and availability. All instructors must maintain an acceptable performance rating as determined by the District.
- (b) All instructors shall vote vacations according to seniority on the same basis as the vote is presently conducted.
- (c) Revenue Engineer Instructors. In addition to regular run pay, Revenue Engineer Instructors shall receive one dollar and eighteen cents (\$1.18) per hour instruction premium for all hours worked. Revenue Engineer Instructors may perform full-time instruction duties during initial Engineer training and shall be paid one dollar and ninety cents (\$1.90) per hour instruction premium for actual time spent performing those duties instead of the one dollar eighteen cents (\$1.18) Revenue Engineer instruction premium.
- (d) Student Instruction: This provision does not imply that all Full-time or Non-revenue instruction must be given by either represented or non-represented employees. Revenue instruction shall be performed by qualified Commuter Rail Engineers.

**Article XI**  
**COMMUTER RAIL MAINTENANCE**

**SECTION 1**  
**Workweek**

- (a) The regular workday for employees of the maintenance divisions shall not exceed eight (8) hours actual working time for employees working five day schedules, and shall not exceed ten (10) hours actual working time for employees working four day schedules if a four/ten arrangement is in place. The regular workweek of these employees shall not exceed forty (40) hours per week. The workweek for maintenance division employees shall be Sunday through Saturday. Each maintenance division employee working a five day schedule will be entitled to two (2) consecutive days off, and each maintenance division employee working a four day schedule will be entitled to three (3) consecutive days off within each workweek if a four/ten arrangement is in place. Once the starting time of a work shift for maintenance division employees has been established, the Employer may change a shift a total of one (1) hour. If the start time for the shift is changed by more than one (1) hour or the shift's days off are moved, the Employer will post one (1) position in the affected occupational group and shift for re-bid. Employees shall be entitled to one (1) ten (10) minute clean-up period.
- (b) Breaks: each employee shall be entitled to two (2) paid fifteen (15) minute breaks and one (1) thirty (30) minute unpaid lunch. Employees will not be required to work overtime of more than two (2) hours without a meal relief.
- (c) There will be a system-wide job pick in all maintenance divisions every two years. The Employer will post the bid procedure and job matrix in each division ten (10) days prior to the vote. Union representatives will be scheduled and paid by the employer to be present and assist represented employees with voting at all voting locations as part of their work day. The job pick will proceed if a majority of Union representatives are on the call or as otherwise agreed.

**SECTION 2**  
**Unit Work**

- (a) Maintenance work substantially covered by manufacturer's or construction warranties will be performed by the supplier or contractor while such warranties are in force and effect. Maintenance work requiring special tools and/or equipment not reasonably available to the Employer may be contracted out if the contract would not displace maintenance employees of the Employer.
- (b) The Employer may temporarily subcontract as it deems necessary subject to the conditions outlined herein: Except in emergencies, the Employer will notify the Union prior to letting of subcontracts and will fully inform the Union of the estimated scope and duration of the work. Following such notification, the Union may request and will be granted an informational meeting for further discussion of the contract work. The

Employer agrees that such subcontracting of work will be kept to a minimum as dictated by operating requirements. Subcontracting of work normally performed by Union members will not be done if it results in any of the following: Any employee being laid off, involuntarily moved from their occupational group or classification, or required to work at a lower rate of pay. No subcontractor will be permitted to perform vehicle maintenance work on the Employer's properties except as provided in subsection (a) above or in reference to tires and radios.

- (c) All maintenance work presently performed by bargaining unit employees shall not be subcontracted, except as in (b) above. The officials of the Union and appropriate representatives of the Employer will meet together regularly at mutually agreeable times to develop and foster a mutual understanding with respect to avoiding the need for subcontracting. The Union shall be allowed to make service proposals which utilize bargaining unit employees for services that are presently subcontracted.
- (d) Facilities Maintenance personnel may be assigned on a temporary basis to facilities according to individual skills necessary or to meet operating requirements.
- (e) Testing of vehicles by quality control personnel may be performed at the discretion of the Employer, but limited to tests of two (2) hours or less.
- (f) Maintenance trainers may move a vehicle if such movement is limited to thirty (30) minutes or less and is for the purpose of an RTD training class.
- (g) The purchase of rebuilt components shall be in Article I, Section 20 "Rebuilt Parts."

### **SECTION 3**

#### **Tools**

- (a) The Employer will furnish all required special tools. In maintenance groups II(a), II(b), and group IV, the first year tool allowance shall be five hundred ten dollars (\$510.00). The tool allowance shall increase by ten dollars (\$10.00) in each successive year of the contract. The tool allowance for all eligible employees shall be issued in the form of a check. Taxes will be deducted; however, no receipts are required. Eligible employees must ensure that they maintain at least the minimum tools required on their position's tool lists. A qualified employee shall be defined as an employee required to furnish their necessary tools in the performance of the employee's duties as defined by the Employer and who has been in the qualifying occupational group for over three (3) months. the allowance shall be paid during the pay period in which January 1<sup>st</sup> falls as follows:
  1. Employees hired prior to March 30 of the previous year will be paid one hundred percent (100%) of the tool allowance.
  2. Employees hired April 1 through June 30 of the previous year will be paid fifty percent (50%) of the tool allowance.
  3. Employees hired July 1 through September 30 of the previous year will be paid twenty-five percent (25%) of the tool allowance.

- (b) The employee is responsible for keeping their tools and toolboxes secured at all times. The Employer shall reimburse up to twenty thousand dollars (\$20,000.00) for all tools and toolboxes owned by the employee that are stolen or damaged on RTD property through no fault of the employee/owner, if the following provisions are met
  1. The employee must report the theft or damage to the immediate supervisor.
  2. The employee must complete the required RTD and law enforcement reports.
  3. Stolen articles must have been listed on the employee's most recent tool inventory.
  4. The employee has the responsibility of submitting an annual tool inventory list prepared on the employee's own time. In addition, the employee shall be responsible for updating the list as necessary on the employee's own time.
  5. The tools and boxes must be put in an RTD secured and approved area after normal working hours of the employee.
  6. Payments shall be made directly to the tool vendor. Arrangements will be made by the Employer for those payments based on the above criteria.
- (c) The employee will have the necessary tools within sixty (60) calendar days of commencement of work in the new department or classification.
- (d) Rail Laborers (group VI) shall receive an annual tool allowance of one hundred seventy-five dollars (\$175.00). The tool allowance shall be issued in the form of a check. Taxes will be deducted; however, no receipts are required.

#### **SECTION 4**

#### **Uniforms, Special Equipment, & Apparel**

##### (a) Uniforms

All maintenance employees shall wear uniforms and other apparel as designated and furnished by the Employer. Mechanics, MOW personnel and Service Persons will be assigned eleven (11) uniforms that the Employer will maintain on a regular basis. The number of uniforms assigned to other employees will be contingent upon the type of work being performed. Each employee will be provided with nametags that must be affixed to each uniform. The laundry service provided by the Employer will launder up to six (6) uniforms per week for each employee. Up to two (2) uniforms may be replaced annually on a one (1) for one (1) basis, if requested. Rail Laborers will receive one hundred fifty dollars (\$150.00) once per year to purchase clothing items.

##### (b) Special Equipment and Apparel

The Employer will furnish rubber aprons and gloves to Service Persons and other employees, as required, who work with batteries; diesel fuel and engine wash fluids. Service Persons shall receive an annual shoe allowance of one hundred and twenty five dollars (\$125.00) to be used to purchase shoes that are water and slip resistant. In addition, the Employer will furnish these employees with one (1) pair of waterproof boots as needed which will be exchanged on a pair for pair basis. The Employer will also initially furnish other special equipment and apparel.

- (c) The employee to whom such uniforms, special equipment and apparel is issued, shall reimburse the Employer if the uniforms, special equipment or apparel are lost, and shall return them or reimburse the Employer for them when the employee leaves the service of the Employer or is transferred to another job not requiring them.

## **SECTION 5 Instruction**

- (a) Formalized on-the-job instruction in occupational groups II(a), II(b), IV and VI will be done by qualified employees within the respective classification.
- (b) Formalized on-the-job instruction may consist of the following:
  - 1. Classroom or prepared instructional material or
  - 2. Hands-on instruction to the student or
  - 3. Student's demonstrated acknowledgment of learned skills or
  - 4. Follow-up assessment.
- (c) In addition to the straight-time hourly rate of pay, instructors shall receive an additional \$1.05 per hour instruction premium for actual time authorized for training students in the formalized, on-the-job instruction program as outlined above.
- (d) On-the-job instruction will be provided by instructors after proper authorization from the appropriate manager.
- (e) Instruction positions will be posted for bid and final selection will be made by the employer based upon factors including but not limited to qualifications, seniority, attendance, and availability.

## **SECTION 6 Certification/Recertification**

- (a) Commuter Rail Maintenance employees shall satisfactorily complete RTD's training/certification program and must pass all certification and recertification examinations as required by the Employer. Failure to successfully complete either of the above will result in the employee being disqualified from their position. Track Maintainers, MOW Signal and MOW Power Maintainers will be required to be certified by the end of their first year in that position and every two years thereafter. The employee will be given the chance to take the certification tests within 30 days of their one year anniversary in that position. An employee who failed to certify shall be given the opportunity to re-test within ten (10) calendar days from the date the employee is notified that they failed the initial examination.
- (b) An employee so disqualified will be ineligible to apply for any Commuter Rail positions for a period of one (1) year.
- (c) One year from being certified, employees will be paid the recertified rate (as determined by wage increases) per hour. Pay raise and pay premiums are tied to certification and recertification programs or tests. All pay rates and pay scales will be

strictly based from time in the position as listed in the tables of Article II, Section 10 dependent on certification and recertification.

(d) In addition to the above certification, CRM maintenance employees shall be paid a fifty cent (\$0.50) per hour certification pay for each applicable category, provided they meet the criteria, for each of the following applicable categories:

1. Roadway worker protection (RWP)
2. Territory qualification for each territory fully qualified\*
3. Roadway worker in charge (RWIC)

\*Current territories are defined as: A-Line, B-Line, G-Line, N-Line, Denver Union Station (DUS).

(Current paid territories for CRM Maintenance are N-Line, DUS. Current paid territories for CRM Signal Maintainers are A-Line, B-Line, G-Line, N-Line, DUS.)

## **SECTION 7 On-Call Pay**

(a) The Regional Transportation District may require Signal Maintainers, Track Maintainers, Traction Power Maintainers and Rail Laborers to be "on call" on weekends or holidays so that they may be called in to work for emergency situations. Weekends or holidays shall be the time from the end of the last scheduled shift on the regular workday, until the start of the next scheduled shift.

(b) An employee assigned on-call duty will be paid a per diem of \$150.00 for each on-call day. This payment shall be in addition to any applicable compensation which might arise from work performed in connection with this assignment.

(c) An employee assigned to be on-call shall be required to take home their company cellular phone and company radio for the duration of the assignment, and shall have the option of taking home a company vehicle.

(d) On-call employees who do not take home a company vehicle will be paid a mileage reimbursement at the current IRS mileage reimbursement rate.

(e) An on-call employee who is called in to work shall be paid a minimum of five (5) hours of pay at their regular rate plus any shift differentials for each assignment, regardless of the time required to complete the assignment. The employee will be on the clock when the phone call is received and must report to the work site within a reasonable period of time. The employee will remain on the clock until the employee is home or working their regular schedule.

(f) If on-call employees are called in for work within 5 hours of the start of their normal shift, the employee will be required to remain on the work site and will be paid their normal shift pay in addition to the on-call assignment pay if the on-call assignment interferes with the completion of their normal shift.

(g) The on-call assignment will follow the maintenance overtime procedures in Article II, Section 11.

## **SECTION 8 Loss of License**

Maintenance employees who lose their CDL:

Will be permitted to remain at work for a maximum of one hundred (100) calendar days, and during such time will be paid at the entry level wage rate for their respective classification. Said employees may not operate any RTD equipment either on or off property. Any employee found to have operated equipment during this specified time period may be subject to discipline up to and including discharge.

**Article XII**  
**COMMUTER RAIL CONDUCTORS**

**SECTION 1**  
**Certification Pay**

Commuter Rail Conductor certifications are based on the unique qualifications specific to heavy rail, and the Federal Regulations of those operations.

Conductors shall be paid a fifty cent (\$0.50) per hour certification pay for each of the following applicable categories provided they meet the criteria:

1. Conductor; and
2. Territory qualifications for each territory fully qualified\*  
\*current territories are defined as: A-Line, B-Line, G-Line, N-Line, Denver Union Station (DUS).  
(Current paid territories for CRT Conductors are: N-Line, DUS)

**SECTION 2**  
**Workweek**

- (a) Except as otherwise provided in this section, the normal workweek of regular Conductors shall consist of five (5) consecutive days or four (4) consecutive days. Five (5) day workweeks will have a minimum of eight (8) hours per day, four (4) day workweeks will have a minimum of ten (10) hours per day, if a four/ten arrangement is in place, including allowances for Dead Head Cushion and intervening time.
- (b) Days off shall be scheduled uniformly insofar as possible and shall be voted on by classifications as follows: day runs, split runs, matinee runs, night runs and owl runs. Seniority shall prevail when voting days off, and employees shall be limited to voting in the days off classifications identified in this paragraph.
- (c) The regular workweek for extra-board Conductors shall not exceed five (5) days per week. Insofar as practicable, the Employer will endeavor to maintain at all times an adequate extra board list in order to avoid the necessity of working extra board employees in excess of their regular workweek. The Employer will also use its best efforts to avoid the necessity of working extra board employees in excess of nine and one-half (9 ½) hours actual platform time per day. None of the daily assignments of extra board work shall have a greater spread than twelve (12) consecutive hours. Spread time includes report time, sign-up time, platform time, intervening time and Dead Head Cushion (DHC), it does not include travel time, make up time, or pad.

### **SECTION 3**

#### **Classification of Runs**

Regular runs:

- (a) A regular run is a scheduled piece or combination of work having seven (7) or more platform hours per day and shall pay a minimum of eight (8) hours per day, including allowances for deadhead cushion, sign-up, and intervening time.
  
- (b) Regular runs shall be classified as follows:
  - 1. Straight day runs going to work before 09:30
  - 2. Matinee runs going to work between 09:30 and 12:30
  - 3. Straight night runs going to work after 12:30
  - 4. Owl runs going to work after 20:30
  - 5. Split runs: Split runs shall have no greater spread than twelve (12) consecutive hours. Spread time includes report time, sign-up time, platform time, intervening time, and Dead Head Cushion (DHC), it does not include travel time, make up time, or pad. Day split runs will get off after 20:00 and in no circumstances will get off after 20:30; effective with the January 2023 runboard, day split runs will in no circumstances get off after 20:00.
    - i. Two-way split runs with no piece longer than six (6) hours fifty-nine (59) minutes including platform, deadhead cushion, and intervening time.
    - ii. Three-way splits runs with no piece longer than six (6) hours fifty-nine (59) minutes including platform, deadhead cushion and intervening time, with the shorter of two (2) breaks being paid as intervening time at straight time rate.
  
- (c) The minimum number of straight weekday runs shall be not less than sixty five percent (65%) and eighty percent (80%) on weekend runs of the total runs for Commuter Rail operations. A greater or lesser percentage may be mutually agreed upon between the Employer and the Union.
  
- (d) Regular runs shall be so scheduled as to make the daily hours as uniform as is practicable.
  
- (e) Loop Extras operate at the direction of dispatch. No dispatcher shall direct a Loop Extra to operate a run or line in excess of four (4) hours. Except as allowed by this Agreement, no non-bargaining unit employees will operate Commuter Rail vehicles except in cases of emergency.
  
- (f) No regular run shall have a greater spread time than twelve (12) consecutive hours.

### **SECTION 4**

#### **System Votes**

- (a) There shall be a system vote by all Conductors effective:
  - 1. The first pay period in January
  - 2. The first pay period in May
  - 3. The first Sunday in September
  - 4. Whenever a division is closed

5. Whenever a division is opened
6. Whenever all runs on a local route are transferred from one division to another
7. Whenever routes are inaugurated or abolished. Vote date implementation may be moved by two (2) weeks in order to maximize efficiency. New runs and/or territories added between run boards will be run as extras and voted at the next run vote.

(b) Regular runs shall be voted in accordance with the prevailing seniority board.

(c) With the exception of extra boards, new run boards including all full-time and part-time work and a copy of all schedules shall be posted seventy-two (72) hours (excluding Saturdays, Sundays, and holidays) before Conductors are required to vote. Completed information relative to pay time and overtime on each run and train cards will be available for Conductors' review. No voting shall be conducted on holidays, Saturdays or Sundays. Union representatives shall be scheduled and paid by the employer to be present and assist represented employees with voting at all voting locations as part of their work day. The voting procedure shall be as follows:

1. Conductors shall select the run of their choice or the extra-board, days off and holidays in accordance with seniority standing.
2. Voting will be conducted from 08:00 to 20:00, or until completion of the daily voting.
3. Fifteen (15) days prior to commencement of the vote, an appropriate seniority list will be posted indicating Conductor's name, seniority number, voting seniority date, date and time designated to vote, time allocated to vote on that date, and a designation for the Conductor to indicate territory, run, days off and division voted. Conductor will be permitted five (5) minutes to vote with a ten (10) minute make-up period during each hour of scheduled voting.
4. On the date and time a Conductor is scheduled to vote, they may be present in advance of the time designated to review the run board. An employee will vote within prescribed time limits unless the vote is delayed by the Division supervisor. The Conductor must give the Division supervisor the Conductor's selected run at or before the designated voting time. If a Conductor is unable to be present at the time designated to vote, the Conductor must leave a minimum of five (5) choices with the Division supervisor on an "assignment choice form" in accordance with the instructions thereon. If an employee is working and has left choices which are not available, the Division supervisor will contact the employee to determine choices and, upon the employee's request, will arrange to have the employee review the runboard at the earliest possible time. If an employee is not working and has left choices which are not available, the Division supervisor will make a reasonable effort to contact such employee to determine choices, provided scheduled vote time requirements are met. The Division Manager, the Assistant Division Manager or a designated member of management shall make a run selection for an employee who fails to be available at the scheduled time to vote

who is not working, or for an employee who is working and has not left choices based upon:

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

- (d) Runboards, seniority lists, run assignment sheets, headway sheets, runboard comparison lists, relief points, train cards, run pay, schedules, and preliminary extra boards shall be made available to the Runboard Committee of the Union five (5) days in advance of their posting.
- (e) No Conductor shall be passed on a vote unless the Employer and the Union have mutually agreed in advance of the vote that the Conductor will not return to work at any time during the vote. If a Conductor passed at the time of the vote returns to work during the vote period, the Conductor shall assume the Conductor's normal rotation position on the extra board and work the extra board during the duration of the vote.
- (f) The Runboard Committee of the Union and appropriate representatives of the Employer will meet together regularly at mutually agreeable times to develop and foster a mutual understanding with respect to runboards, worksheets and schedules. On the day of the runboard meeting, the Union Runboard Committee members shall be excused from their work to prepare for and attend the runboard meeting and shall be paid their regular pay for the day of the Runboard Committee meeting. Approximately one week before each runboard, the Employer will post at each Division, information for each run showing sign-up time, travel time, on-duty operating time, on-duty non-operating time, platform time and pay time.
- (g) It is the employee's responsibility to elect the assignment in accordance with the voting rules. Failure to vote at the time established will result in the division manager or assistant division manager choosing a run as outlined in I (4) above.
- (h) In the event it becomes necessary to redistribute a limited number of Conductors between divisions, a list shall be posted soliciting volunteers from the extra-board. In the event a sufficient number of volunteers are not secured, a maximum of seven (7) Conductors per vote shall be moved based on inverse seniority from the extra-board. Only volunteers will be solicited in the event it becomes necessary to move Conductors between the day and night boards at a given division.

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

## **SECTION 5 Extras**

All work assigned to Conductors that is not designated as regular runs when the board is posted will be classified as extras and assigned to Conductors on the extra board.

A regular or extra board Conductor who has completed the Conductor's regular assignment shall only be required to run extra trips or do extra work in cases of emergency or when there is no extra board Conductor available, but when so required to do extra work, such work shall be divided as nearly equally from day to day as is possible.

All extras shall be subject to change at any time without requiring a new vote.

Extras worked by Conductors in addition to a regular run shall be paid at the overtime rate with a minimum time allowance equal to five (5) hours straight time.

Conductors will not be assigned work in any other department except on a voluntary basis. RTD will assign runs that would otherwise be dropped, to Conductors with voted Loop Extras (including if voted as a hold-down, or if it is the Loop Extra Conductor's day off) or who have volunteered. If that is not practicable, RTD may assign such work in the same manner as a special event under section 5 of the extra board procedures.

## **SECTION 6 Extra Boards**

Sub-section I:

- (a) The Extra Board shall be divided into a day board commencing at 00:01 and a night board commencing at 12:01. The day board shall consist of day runs, splits, matinees, night and day extras. The night board shall include night runs, matinees, owl runs, day and night extras. Employees shall choose, according to seniority, either the day board or the night board and shall vote their days off at the time the board is voted. The Employer shall establish the number of Conductors on each board and the number of Conductors who may be off each day. The extra board procedures shall be amended by the parties as deemed necessary. Any subsequent changes to these procedures will be subject to negotiations with the Union.
- (b) The number of employees allowed to vote the extra board will be determined by the Employer. Employees on prolonged leaves of absence will not be considered active employees. Voting on the extra-board is according to seniority and when the extra board has been filled, employees who have not yet voted must vote for those runs remaining open. The extra board is not a preferred board and employees who vote the extra board will work the extra board with all its ramifications and must accept all work usually assigned to extra board employees.

Sub-section II:

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

(a) Daily Extra Board Work Assignments and Ranking. Work assignments to Conductors on the extra board shall be assigned in the following manner:

1. The extra board shall be ranked each day based available DOT service hours. The Conductor with the most available DOT hours shall be placed at the top of the extra board assignment sheet. The remaining Conductors shall be ranked in descending order based on available DOT hours in compliance with RTD policy.
2. The most available work, in the order of the longest to the shortest platform time, shall be assigned to the Conductor at the top of the board with subsequent work being assigned to the remaining Conductors in descending order. Runs and combinations of work will be assigned first. Reports will be assigned next, followed by piece work. Whenever possible, day work should be assigned to the day board and night work should be assigned to the night board. Except for volunteers, day board Conductors shall not be assigned work that gets off after 20:00, and in no circumstances will get off after 20:30; effective with the January 2023 runboard, except for volunteers, day board Conductors will in no circumstances be assigned work that gets off after 20:00. Conductors shall not be assigned work that starts before 09:30.
3. Report assignments for scheduling purposes shall be credited with 10 hours of platform time. For the purpose of forecasting available hours of service and assigning extra board work, Loop Extras will be assumed to be 8 hours. DOT hours of service reports used for the basis of ranking the board will be finalized before beginning the daily assignments.
4. The work day for the night board is from 12:01 to 12:00. The day boards work day shall be defined as being from 00:01 to 00:00.
5. The board assignment sheets will indicate regular Day Off Volunteer (DOV) regular day off, no work (NOW), "Call Division Supervisor" (CDS), and also indicate Conductors on a hold down (HDB).
6. Sick calls received after the extra boards have been posted will be entered on the following day's work sheet for assignment to the extra board or held over for reports.
7. Daily extra board assignments will be posted by noon (12:00) of each day for the day board and 17:00 for the night board.

8. If staffing shortages dictate, both halves of a split may be assigned to the night extra board Conductor.

(b) Hold-down Boards

1. All operating groups will maintain a hold-down board at each Division. After the vote is completed, all open runs will be made available on a weekly basis for voting by extra board Conductors. Full week runs shall be posted as voted with no modifications subject to paragraph 4 below. The Union agrees to hold the District harmless in the event that the hold-down board is unavailable the first week of the vote.
2. Work available on a weekly (Sunday through Saturday) basis for hold-downs will be posted for voting by extra board Conductors on a seniority basis. Extra board Conductors may select weekly work assignments by seniority as an alternative to daily work assignments. The posted seniority order will establish seniority for the hold-down board assignment. The senior bidder will be awarded their first choice with subsequent work being assigned to the remaining Conductors in descending order. If an extra board Conductor is not able to be present at the time scheduled to vote a hold-down, they may leave choices on an "assignment choice form," in accordance with the form's instructions. If an extra board Conductor fails to vote or leave a choice which can be assigned, the Conductor will be passed by the Division supervisor and will be on the rotating extra board for the subsequent week.
3. Open runs resulting from a vacation, leave of absence, or separation from employment will be included on the hold-down vote (provided the regular employee is not expected to return to work before the hold-down period is completed) and will be posted with other work available for hold down from noon (12:00) Wednesday through noon (12:00) Friday. Interested extra board Conductors must submit a bid before noon (12:00) Friday for the upcoming workweek. Late bids will not be accepted. The results of the hold-down bids will be posted by 13:00 on Friday afternoon. Runs available for extra board hold-down not selected on a weekly basis shall be assigned to the respective day or night rotating board.
4. Successful bidders will assume the scheduled days off of the hold-down, including any holiday passes, and relinquish any claim to their voted days off for the week of the hold-down. A holiday run voted on the hold-down becomes part of the weekly assignment and must be worked. It is important for hold-down board Conductors to check the extra board daily, including days off for which they volunteered, as they may be subject to extra work assignments on their day to work or on the scheduled day off depending on staffing needs. Holiday passes may also be denied. Extra board Conductors who pass on hold-down work will become part of the rotating extra board for that weekly period and retain their days off.
5. In the event that the Conductor with a voted run on the hold-down board returns to work prior to the end of the week, the hold down board Conductor will return to

the regular daily extra board and will maintain the days off of the voted hold-down run for that week. The extra board Conductor is not guaranteed the run pay for the whole week - only for what they worked.

6. Matinee runs may be voted for hold-down by either day or night board Conductors, and determined by seniority. Any matinee with any night run in the combination may be voted only by the night board.

(c) Day Off Work Assignments and Day Off Volunteers

1. Before assigning mandated day off work, the Employer shall communicate by data messages and postings the need for extra work to all Conductors who are qualified for the work prior to the start of the work assignment. Regular day off overtime shall be distributed among all extra board conductors based on available dot hours.
2. Extra board Conductors may volunteer to work on their scheduled days off by signing the designated register by 11:00 for day board and 16:00 for night board of the day before their scheduled days off. Extra board Conductors volunteering for day off work are responsible for checking the extra board postings only for days they have volunteered.
3. The first day of their workweek for night board Conductors begins at 12:01. Therefore, assignments before 12:01 of the first work day of the week will be considered day off work.
4. A Day-Off Volunteer (DOV) who is working their 6th day is responsible for checking for any 7th day work assignment. A Conductor who has volunteered and is working their 6th day is responsible for checking for any 7th day work assignment. A Conductor who is needed for 7th day work and who has not been assigned work on their 6th day must be contacted personally by management regarding a 7th day work assignment
5. In the event it becomes necessary to assign piece work or overtime, work shall be assigned in the following order:
  - i. Extra board Conductor/ Hold-down board Conductor - regular day to work.
  - ii. Extra board Conductor - Day Off Volunteer (DOV).
  - iii. Hold-down Conductor - Day Off Volunteer (DOV).
  - iv. Regular full-time Conductor volunteers.
  - v. Extra board Conductors mandated for day off work - the shortest possible platform runs should be assigned.

(d) Broncos / Rockies / Special Events/Contracted Services. Broncos / Rockies / Special Events will be assigned in the following order:

1. Extra board Conductors - regular day to work (to the extent it minimizes guarantee).
2. Part-time Conductors – volunteers.
3. Extra board Conductors - Day Off Volunteer (DOV).
4. Hold down Conductors - Day Off Volunteer (DOV).

5. Regular full-time Conductor/s from the volunteer list.
6. Extra board Conductors Mandated for day off work (non-DOV).
7. Regular day off Conductors by inverse seniority order.

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

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

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

into the division in the course of their workday (i.e. to get their supplies or turn in transfer canisters) and shall hand-deliver the following notifications with their work assignments:

- i. Requests for Information (RFI)
- ii. Notification of Attendance Infraction
- iii. ADA related Manager's Notification to Operator (e.g. Z-list, Invite List)
- iv. Mandated Work Assignment letters

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

9. The hourly rate of pay for Conductors who volunteer for and fill a work assignment within twenty-four (24) hours of the start of the work assignment shall be double their regular hourly rate for that assignment. All incentives and premiums for the work assignment and/or the Conductor's position will not be paid double but shall continue to be paid at the regular rate.

## **SECTION 7 Run Guarantee**

- (a) The guaranteed time of a regular run and of a regularly scheduled piece of work to which a Conductor is assigned shall be paid if the Conductor is ordered relieved, sent to the rail facility ahead of scheduled time or the run or piece of work is canceled. If a Conductor is taken off a run to perform other duties which do not call for as much time as a regular run or regularly scheduled piece of work, the Conductor shall be guaranteed the Conductor's run pay provided the Conductor has reported for and begun the run or regularly scheduled piece of work and the failure to complete it as scheduled is due to causes for which the Conductor is not responsible; and provided, the extra board has been exhausted and equivalent work has not been offered to the Conductor. If the work performed in such cases extends beyond the scheduled relief time and appropriate allowances of the regular run or regularly scheduled piece of work, the additional time shall be subject to the overtime provisions of this agreement to the same extent as if the Conductor had worked the regular run or regularly scheduled piece of work.
- (b) When any voted extra is ordered relieved, sent to the rail facility ahead of scheduled time or canceled, the Conductor operating such extra shall be paid for the time scheduled for the extra on that day.

## **SECTION 8 Rest Periods**

- (a) Conductors will not be required to report for work after having worked ten (10) continuous hours or a twelve (12) hour spread until they shall have had ten (10) continuous hours off duty, except in cases of emergency. Rest periods for Conductors shall conform to prevailing state and/or federal regulations in effect at any given time. All regular runs with more than one (1) round trip shall have a scheduled recovery time equal to at least ten percent (10%) of the round trip running time for each round trip for purposes of schedule adherence and use of toilet facilities or the actual time needed to perform required duties plus a respite of five (5) minutes plus walking time to a restroom on each end where practicable. Where not practicable, the respite will be ten (10) minutes plus walking time to a restroom at the opposite terminal.
- (b) The Union Runboard Committee representative(s) shall present a maximum of five (5) runs/territories to the scheduling staff for running time analysis at the Runboard Committee meetings for the contractually scheduled runboards. Those runs/territories will then be analyzed and any revisions will be part of the contractually scheduled runboard.

### **SECTION 9 Sign-Up and Turn-In**

RTD will pay employees based on actual start and finish time of work performed, including required pre-trip and post-trip activities as follows:

- (a) Conductors shall be paid fifteen (15) minutes to report at the 7-11 building, don their uniform, and sign up with the official in charge and obtain all supplies for all runs, including reliefs.
- (b) Conductors shall be paid forty (40) minutes for a single or a double married pair\* for pre-trip inspections.
- (c) Conductors shall be paid twenty (20) minutes for all trains to perform pull-in, yard parking, surrender of supplies, and turn-in of all items.

\*A married pair is defined as two joined train cars operating as a single fixed unit that has a single pantograph.

### **SECTION 10 Dead Head Cushion and Intervening Time**

Dead Head Cushion (DHC) shall be paid at the regular hourly rate.

Intervening time, where applicable, shall be paid for actual time for runs or any other piece of work subject to DHC.

DHC transportation between facilities will be provided by the Employer; however, in the event no DHC transportation is provided, the employee will be paid for actual time.

## **SECTION 11**

### **Reporting Time**

- (a) Conductors who have worked a regular run and who are then required by the Employer to report in person at the yard/division for extra duty and not used, shall be paid from the time they report until relieved, with a minimum allowance of three (3) hours at regular rate of pay.
- (b) Time allowances for Conductors who are required to report shall be as follows:
  - 1. Actual time on report with a maximum of two (2) three-hour (3-hour) reports on weekdays and one (1) five-hour (5-hour) report on a Saturday, Sunday and holiday. Conductors who are released prior to completion of a report shall receive a minimum allowance of three (3) hours at regular rate of pay. Conductors who complete a report or are released before completion of report and given another report time within one (1) hour of last release shall be paid for all intervening time between reports. If a Conductor on report requests and receives approval to leave work, the Conductor will be paid for elapsed time on report up to the time of approval.
  - 2. Conductors who receive a work assignment that commences before the three (3) hours elapse shall be paid continuous report time from the beginning of report to commencement of assignment.
  - 3. Conductors who receive a work assignment that commences three (3) hours or more after commencement of report shall be paid for actual time on report with a minimum payment of three (3) hours.

## **SECTION 12**

### **Minimum Guarantee Extra Conductor**

- (a) Each Conductor on the extra board shall be guaranteed forty (40) pay hours per week (Sunday through Saturday), provided the Conductor reports and fills all assignments offered to the Conductor on the Conductor's scheduled work days during the pay period. Eight (8) hours will be deducted from guaranteed time for each day the Conductor fails to report or fails to work.
- (b) Work performed by an extra board Conductor on the employee's regular days off shall not be considered in computing the minimum guarantee.
- (c) Holiday pay will not be used in computing minimum guarantee if an extra board Conductor works the holiday.
- (d) Holiday pay shall be used in computing the minimum guarantee if the employee does not work the holiday.

## **SECTION 13**

### **Reports**

Conductors will be allowed thirty (30) minutes at regular rate for making reports of an accident/incident on the date it occurred. If either report takes longer than the minimum, actual time will be paid. Accident/incident reports shall be turned in within twenty-four (24) hours of the end of the shift in which the accident/incident occurred.

## **SECTION 14**

### **Uniforms**

- (a) The uniform to be worn by Conductors shall be in accordance with specifications agreed upon by representatives of the Employer and representatives of the union.
- (b) RTD will provide conductors the required uniforms and laundry service for RTD work activities. RTD may change vendors but the basic uniform program should remain the same.
- (c) In the event a uniform is not available for a Conductor, management will find a suitable alternative uniform for the Conductor. In the event an employee is unable to work as a result of no uniform or suitable alternative being available, they shall be paid all lost time.

## **SECTION 15**

### **Toilet Facilities**

RTD will continue to provide either port-a-potties or restroom facilities. The Employer and the Union will work together on the runboard committee to meet the following deadline: No later than three (3) years from the effective date of this Agreement adequate restroom facilities or port-a-potties that are clean, have soap and running water, flushing toilets, electricity, and heating systems, and are adequately stocked with supplies will be provided by the Employer in sufficient quantities to support the number of employees reasonably expected at RTD Transit Centers, Park-n-Rides, and anywhere bus recoveries and Conductor respites are scheduled. The Union will be included in determining the adequacy of restroom facilities as part of new projects and future expansion of existing Park-n-Rides. The Employer will meet with Union representatives to review the adequacy of such facilities at the pre-runboard and runboard meetings of the Runboard Committee. Approximately two weeks after implementation of each runboard and otherwise as required there shall be a pre-runboard meeting. The Union Runboard Committee members shall be excused from their work and paid for the time to attend the pre-runboard meetings including travel time.

## **SECTION 16**

### **Transferring Vehicles**

Vehicles shall be transferred from one Division or one location to another by qualified bargaining unit members if available. Employees will be paid a minimum of one (1)

hour for transferring or trading vehicles.

## **SECTION 17 Travel Time**

The Employer shall provide a company vehicle or other form of transportation to and from any relief point and the employee's yard/division, and such actual travel time shall be paid.

Designated relief point for CRT operations is: Denver Union Station.

## **SECTION 18 Student Instruction Conductors**

- (a) All vacant instructor positions shall be posted for bid and final selections will be made by the Employer based upon factors including, but not limited to, qualifications, seniority, attendance, accident record and availability. All instructors must maintain an acceptable performance rating as determined by the District.
- (b) All instructors shall vote vacations according to seniority on the same basis as the vote is presently conducted.
- (c) Revenue Conductor Instructors. In addition to regular run pay, Revenue Conductor Instructors shall receive one dollar and eighteen cents (\$1.18) per hour instruction premium for all hours worked. Revenue Conductor Instructors may perform full-time instruction duties during initial Conductor training and shall be paid one dollar and ninety cents (\$1.90) per hour instruction premium for actual time spent performing those duties instead of the one dollar eighteen cents (\$1.18) Revenue Conductor Instruction premium.
- (d) Student instruction: This provision does not imply that all full-time or non-revenue instruction must be given by either represented or non-represented employees. Revenue instruction shall be performed by qualified Commuter Rail Conductors.

## **ADDENDUM A – Side Letters and MOUs**

### **MEMORANDUM OF UNDERSTANDING "Split Work" Incentive (12-28-2015, MODIFIED FOR 2022 CBA)**

The undersigned parties, in recognition of staffing shortages among bus operators, and the number of mandated and volunteer hours being worked in order to meet RTD service requirements, and having had the opportunity to discuss and present proposals about ways to address these manpower shortages, agree that the \$2.00 per hour premium described in Article II, Section 9 (e), shall be paid in the following instances:

- (1) Day Light and a Tripper- incentive shall be paid for the combined hours of the runs if the work is assigned;
- (2) Day Light and a Tripper- incentive shall NOT be paid if the work is voted;
- (3) Tripper Sets- incentive shall be paid for the combined hours of the runs if the work is assigned;
- (4) Tripper Sets- incentive shall be paid for the combined hours of the runs if the work is voted;
- (5) Matinee and a Tripper-- incentive shall be paid for the combined hours of the runs if the work is assigned;
- (6) Matinee and a Tripper-- incentive shall NOT be paid if the work is voted;
- (7) Night Run and a Tripper-- incentive shall be paid for the combined hours of the runs if the work is assigned;
- (8) Night Run and a Tripper-- incentive shall NOT be paid if the work is voted.
- (9) Report time and a work assignment—incentive shall NOT be paid if work assignment commences within the scheduled report time or within one (1) hour of completion of scheduled report time.
- (10) Report time and a work assignment—incentive shall be paid if work assignment commences more than one (1) hour after scheduled report time.

**MEMORANDUM OF UNDERSTANDING**  
**Street Supervisors Operating Buses in Revenue Service**  
**(06-26-18)**

In the short-term, and on a non-precedent-setting basis, the Parties agree to allow Street Supervisors to operate buses in revenue service, as follows:

1. Extra Board and volunteer operators who still have adequate DOT hours remaining must be exhausted first.
2. Street Supervisors may be used to operate buses in revenue service if the piece of work in question would otherwise be dropped, and
3. Either party may cancel this agreement upon 30 days' notice.

**MEMORANDUM OF UNDERSTANDING**  
**N-Line / Commuter Rail**  
**(07-18-19)**

WHEREAS, Amalgamated Transit Union Local 1001 ("Local 1001") and Regional Transportation District ("RTD") are parties to a collective bargaining agreement beginning March 1, 2018, and expiring February 28, 2021 (the "CBA" or "Agreement"); and

WHEREAS, RTD is in the process of opening the North Metro Rail Line ("N-Line"), a Commuter Rail Transit ("CRT") service in the Denver metropolitan area; and

WHEREAS, RTD operates similar transit and transportation services in the Denver metropolitan area including bus and light rail transportation the represented employees of which are assigned to occupational classifications in the Agreement of Bus Transportation Operations, Bus Maintenance, Facilities Maintenance, Office and Clerical, Service Monitors, Light Rail Fare Inspectors, Light Rail Operations and Light Rail Maintenance (the "Current Operations"); and

WHEREAS, Local 1001 currently represents RTD employees of the Current Operations; and

WHEREAS, the parties anticipate that the CRT employees who will be employed at the N-Line, once hiring is completed, will constitute an accretion to the existing employees at the Current Operations covered by the terms of the Agreement between RTD and Local 1001, based upon the factors normally utilized under federal labor law and the Colorado Labor Peace Act, such as the similarity of skills, functions, terms and conditions of employment, and the overall integration of RTD's operations; and

WHEREAS, in the interest of a harmonious bargaining relationship between RTD, Local 1001 and its employees, the parties agree to extend the terms and conditions set forth in the Agreement with Local 1001 to cover the CRT employees who will be employed at the N-Line, provided that the Agreement is amended as provided below; and

WHEREAS, both parties believe that their interests and the interest of the employees would best be served by entering into this Memorandum of Understanding ("MOU") as modification to the current Agreement.

NOW, THEREFORE, RTD and Local 1001 agree as follows:

1. The parties agree to extend the Agreement to cover the employees who will be employed at the N-Line in the Occupational Classifications set forth in Exhibit A (collectively "Commuter Rail") which Exhibit shall also set forth the corresponding Occupational Classifications as they currently exist in the Agreement prior to the execution of this MOU. The Wage rates for the Occupational Classifications for Commuter Rail shall be the same as the corresponding Occupational Classifications as they currently exist in the Agreement.

2. Commuter Rail operations personnel shall be covered by the provisions of Article VII (Light Rail Operations) of the Agreement except as modified herein. Commuter Rail maintenance of way personnel shall be covered by the provisions of Article VIII (Light Rail Maintenance) except as modified herein. The parties agree and understand that all vehicle maintenance of Commuter Rail Vehicles is performed by RTD's Concessionaire and is not represented work. The parties further agree to the following:

**a. Operator Time Capture**

Pursuant to 49 CFR Part 228, CRT rail operators are subject to Hours of Service ("HOS") requirements. The CRT Operations Department will have electronic record keeping and electronic signature systems. CRT rail operators must sign in and sign out electronically to capture the total number of hours they have worked in a day. CRT rail operators must electronically sign their hours of service.

**b. Dual Certification**

i. Pursuant to 49 CFR Part 240 and 242, CRT rail operators must be dual certified as Locomotive Engineer ("LE") and Conductor. The LE Certificate is contingent upon successfully passing the two (2) month training program (49 CFR Part 240.123) comprised of classroom and field work.

ii. The CRT rail operators must pass the territory training test in order to operate a Commuter Rail Vehicle ("CRV") on the North Metro corridor.

iii. Pursuant to 49 CFR Part 240.121, CRT rail operators must pass vision and hearing acuity tests.

iv. Pursuant to 49 CFR Part 240.125 and 240.127, CRT rail operators must successfully complete knowledge and performance testing.

v. CRT rail operators must obtain recertification as a LE and Conductor every 36 months.

**c. Safety Conduct**

Pursuant to 49 CFR Part 240.115/240.117, CRT rail operators will be evaluated based on: (1) prior safety conduct as a motor vehicle operator, (2) prior operating rules compliance, and (3) prior substance abuse disorders and alcohol/drug rules compliance.

#### **d. Safety Violations**

The parties recognize that the Federal Railroad Administration ("FRA") imposes requirements related to safety violations/infractions and that N-Line employees will be subject to those requirements. Local 1001 acknowledges RTD's authority to promulgate rules designed to ensure full compliance with the FRA in its CRT operations.

#### **e. Commuter Rail Operations**

i. 711 West 31<sup>st</sup> Avenue, Denver, Colorado 80202 ("711") will be designated as the CRT "Administrative Building".

ii. 5151 Fox Street, Denver, Colorado 80216 ("The Commuter Rail Maintenance Facility and/or CRMF") will be designated as the CRT "Operational Facility".

iii. Denver Union Station ("DUS") will be the designated "Relief Point for CRT Operations".

iv. Dead Head Cushion will be calculated by measuring the distance between 711, CRMF, and DUS. Intervening Time will be developed based on the N-Line "Concept of Operation".

v. In cases of emergencies, FRA qualified RTD Salaried Supervisors may perform CRT work which falls into Union job classification domain.

#### **f. Work and Operating Rules**

i. The Commuter Rail Network Roadway Worker Manual and Program, Operating Rules and other Programs established through the EAGLE Project and approved by the FRA shall govern all RTD Commuter Rail employees both salaried and represented.

ii. Facilities Mechanics, Electricians and Custodians are assigned full-time to Commuter Rail.

#### **g. Occupational Classifications and Wage Rates**

i. On March 1, 2020 each occupational group set forth below in Exhibit A will receive a three (3) percent increase. The following tables reflect the wage rate increases and pay progression.

h. To the extent not expressly set forth above, all CRT work shall be performed in compliance with the FRA Regulations (49 C.F.R. Parts 200-272), and all other applicable federal, state and local laws. For all policies and rules referred to herein, to the extent that RTD must enact and enforce policies required by the FRA, RTD may enact and enforce such policies. RTD will attempt to amend the FRA approved "FEDERAL RAILROAD ADMINISTRATION CONTROL OF ALCOHOL AND DRUG USE" policy, as set forth in Exhibit B of this Agreement.

3. This Memorandum of Understanding between the RTD and Local 1001, dated July 18, 2019, shall be incorporated into and become part of the Agreement. In all other respects the Agreement shall remain in full force and effect.

#### EXHIBIT A

#### OCCUPATIONAL CLASSIFICATIONS AND WAGE RATES THROUGH 2/28/21

**Custodian** = Group V(a) -- FM Facilities Maintenance / FM Custodian/Building Maintenance / FM Custodian/Public Facilities

**FM Mechanic** = Group IV -- FM Facilities Maintenance / FM Facilities Maintenance Mechanic

**Parts Clerk** = Group V – LRM Light Rail Maintenance / LRM Material Hand Parts Clerk

**Rail Laborer** = Group VI -- LRM Light Rail Maintenance / LRM Rail Laborer

**Signal Maintainer** = Group II -- LRM Light Rail Maintenance / LRM Signal/Traction Power Maintainer

**Track Maintainer** = Group IV -- LRM Light Rail Maintenance / LRM Track Maintainer

**Traction Power Maintainer** = Group II -- LRM Light Rail Maintenance / LRM Signal/Traction Power Maintainer

**Train Operator** = Group I -- LRO Light Rail Operations / LRO Certified Train Operator Full Time

#### EXHIBIT B

RTD will attempt to amend the RTD FRA Drug and Alcohol Policy (as it is referred to in RTD Job Descriptions) as soon as practicable to reflect discretion in termination decisions (i.e., all references to “will be terminated” or “shall be terminated” will be replaced with “may be terminated,” and any similar amendments will be made to effectuate this agreement.

#### **SIDE LETTER 1 TO COMMUTER RAIL MOU Staffing and Seniority for North Metro Rail Line (09-11-19)**

The parties agree to the following terms and conditions:

1. The purpose of this SIDE LETTER 1 is to outline how the bidding process and seniority issues will be handled to fill positions for the North Metro Rail line (the "N-line" or "Commuter Rail") in furtherance of the parties' Memorandum of Understanding dated July 18, 2019 (the "N-Line MOU").
2. The occupational groups listed side-by-side in Exhibit A of the N-Line MOU shall have common occupational group seniority.

3. For all other Commuter Rail positions listed in Exhibit A of the N-Line MOU, all qualified RTD employees shall have the opportunity to bid to and be awarded occupational seniority in those Commuter Rail positions based upon their master RTD seniority, which shall then be "grandfathered" (for those Commuter Rail positions only) upon the opening of the Commuter Rail Division. For example, a former bus operator who has bid to and been accepted into a Commuter Rail Operator position using their master seniority may not use such higher occupational group seniority to later bid to a Light Rail Operator position. A former Light Rail Operator returning to Light Rail would use occupational group seniority including both their prior service in Light Rail and in Commuter Rail.
4. After the opening date of Commuter Rail, no additional employees shall be grandfathered and all bids and transfers between positions and occupational groups shall be governed by the normally applicable provisions of the CBA.
5. RTD shall in its sole discretion determine the opening date of the Commuter Rail Division for purposes of establishing any "grandfathered" seniority dates under this SIDE LETTER 1 or for the holding of any system-wide bid required by the opening of a new division. Such opening date may be prior to the opening of N-Line services to the general public. Until such opening date, Commuter Rail positions may be posted and filled as vacant positions.
6. Existing CBA language on pay when moving to and from rail positions [Article VII, Sections 1(e) and (f), and the "Employees Bidding to Light Rail" MOU] is still in effect and shall apply to Commuter Rail as well.
7. Article VII, Section 1(d), shall follow RTD's past practice in regards to transfers back to the employee's previous position. Commuter Rail employees who fail to successfully complete the required training, certifications and testing will be transferred to their prior position.
8. At any time during the initial training period, an employee may voluntarily elect to return to their former position in accordance with Article I, Section 17(f) of the CBA.

**SIDE LETTER 19 TO COMMUTER RAIL MOU**  
**Commuter Rail Provisions**  
**(02-25-21)**

The parties agree to the following terms and conditions:

- (a) The purpose of this SIDE LETTER is to add certain provisions to the North Metro Rail Line Memorandum of Understanding dated July 18, 2019 (the "N-Line MOU") to address issues that the parties have recognized are not sufficiently addressed by the MOU or the operative collective bargaining agreement between the parties. Except as modified herein, Section 2, of the N-Line MOU shall govern bargaining unit employees subject to these provisions.

- (b) Staffing and Seniority is covered in SIDE LETTER 1 TO COMMUTER RAIL MOU dated 9/11/2019.
- (c) Commuter Rail will be considered its own Department, and the parties shall follow the bidding process set out in the parties' CBA described below:
- Bidders that are in the same group and Department - awarded to highest Seniority (Occupational seniority date is used)
  - Then by Department seniority bidders that are in the Department but not in the group - awarded to highest seniority that passes the test/interview (Occupational seniority is used)
  - Lastly bidders that are not in the group or Department who pass the test/interview (Master seniority is used)
- (d) Employees who have bid into Commuter Rail Operations prior to September 1, 2020, shall be grandfathered with respect to seniority,
- (e) Commuter Rail employees shall satisfactorily complete RTD's training/ certification program and must pass all recertification examinations as required. Failure to successfully complete either of the above will result in the employee being transferred to Light Rail or Bus Operations provided that an opening exists and the employee can pass any requisite tests. Prior to being returned to Light Rail or Bus Operations, an employee who failed to recertify shall be given the opportunity to re-test within ten (10) calendar days from the date the employee is notified that the employee failed the initial examination. An employee so disqualified will be ineligible to apply for the same Commuter Rail positions for a period of one (1) year.
- (f) For commuter rail, bus and light rail operators moving back and forth between operator positions in bus transportation and rail transportation via the bidding process, pay scale and wage progression will be based on the time spent in either department. (They will maintain their pay and step in progression earned at the prior department.) Any recertification pay earned while in rail operations will not carry over to bus operations. This subsection applies to pay only and does not alter current CBA language regarding seniority. All other transfers are governed by applicable provisions of this agreement. In maintenance groups I, II, IV, and VI where steps or competency tests are required as outlined in Article II, Section 10, such employees shall return to their previous pay rate until further qualified.
- (g) An employee who is bidding to a Commuter Rail position shall retain the employee's current wage rate or the next higher rate in the wage scale, whichever is greater, and progress thereafter until reaching the top rate of pay. In classifications where certification is required, the employee will progress according to the wage rate progression scale to the step immediately below the certified rate. Upon successful completion of the certification program, the employee shall be awarded the certified pay rate.
- (h) The parties agree that any new Commuter Rail jobs comparable to current Union positions shall belong to the Union.

## **MEMORANDUM OF UNDERSTANDING**

### **Group II**

**(11-06-98, modified 03-01-2018)**

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

1. As provided in Article I, Section 15, paragraph (j), the Employer shall not utilize a bargaining unit employee in a non-bargaining unit position in excess of one hundred (100) work days per contract year.
2. A maximum of forty-five (45) bargaining unit employees may be utilized in non-bargaining unit positions during each contract year, commencing March 1, 1999.
3. The Employer agrees to provide the Union with a list of bargaining unit employees whom it intends to use in non-bargaining unit positions, to update that list periodically throughout the contract year, and to continue the practice of providing monthly updates concerning the number of days bargaining unit employees have been used in non-bargaining unit positions.
4. In the event that a bargaining unit worker is utilized in excess of one hundred (100) days during a contract year, the Employer agrees to pay a penalty in the amount of one thousand dollars (\$1,000.00) for each day that employee is utilized in excess of one hundred (100) days.
5. In the event that more than forty-five (45) bargaining unit employees are utilized, the Employer agrees to pay a penalty of one thousand dollars (\$1,000.00) for each additional day the additional employee is used.
6. The Employer agrees that bargaining unit employees will not be utilized in excess of forty-five hundred (4500) days during a contract year and the Employer agrees to pay to the Union a penalty of one thousand dollars (\$1,000.00) for each day in excess of forty-five hundred (4500).
7. All monies paid by the Employer for violations of this Agreement shall be paid directly to the Union.
8. This settlement Agreement was included in the stipulated submission to the Colorado Division of Labor for an Order of Dismissal of the Unfair Labor Practice charge number LR-98-01.

## **MEMORANDUM OF UNDERSTANDING**

### **Use of Group II Employees During Pandemic Service**

**(04-17-20)**

The Parties have agreed that during the Pandemic Service Reduction Plan, Group II employees may be utilized in Dispatch only as much as will not adversely affect the scheduling of other employees.

With this exception only, the Group II program shall remain frozen, void, and of no force and effect as outlined in the Group II MOU found above.

**MEMORANDUM OF UNDERSTANDING**  
**Audio/Video Recording Devices on RTD Vehicles**  
**(02-28-18)**

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

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

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

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

**MEMORANDUM OF UNDERSTANDING**  
**OC Receptionist to OC Customer Care**  
**(08-23-21)**

1. Receptionists in group IV(a) (903B) will be renamed to PBX Information Specialist and will move from the Human Resources Division to the Customer Care Division.
2. The PBX Information Specialist positions will remain at the Blake Street location. One will be stationed in an assigned work area, while the other covers the building front entrance. The Receptionist in the assigned work area will take calls from the TIC Queue, the front Receptionist will greet customers and take incoming calls as well as other duties defined in the PBX Information Specialist Job Description but will not take calls from the TIC Queue.
3. The PBX Information Specialist positions will rotate between the assigned work area and the front desk as agreed upon between the employees and their supervisor.
4. The PBX Information Specialist positions will report to a Customer Care Division Supervisor.
5. The PBX Information Specialist positions will vote shift and vacation according to their current occupational seniority, and separately from the Telephone Information Specialists.
6. The PBX Information Specialist positions will have priority bidding to the TIC open positions, and the TIC agents will have priority bidding to the open PBX Information Specialist positions. This MOU will be adopted into the next CBA.

7. The PBX Information Specialist wage scale will mirror the Information Specialist (850Q) (See Attachment). Upon transfer to Customer Care, the current PBX Information Specialist's years of service as a Receptionist will count toward the new PBX Information Specialist position wage scale.
8. The PBX Information Specialist will attend and complete the training class for Information Specialists beginning 8/30/21. Training is five weeks in duration. Should either Receptionist fail to meet the standards for the PBX Information Specialist position, the ATU and Management agree to reconvene and work out a plan of action.
9. Future applicants/bidders for the PBX Information Specialist position will be required to pass a test for TIC candidates interview and successfully complete a qualifying period or probationary period.
10. The PBX Information Specialist position dress code will be business casual.
11. The PBX Information Specialist will assist with other assigned duties while working at the front desk at Blake. In addition, the PBX Information Specialist performing TIC duties may assist with other assigned duties when time allows.
12. Blake is closed for the following holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Day. For Presidents Day, a PBX Information Specialist may take the day off without pay, take a vacation day, or use a Floating Holiday.

**MEMORANDUM OF UNDERSTANDING**  
**Retirement Benefits – Pension Plan**  
**(02-11-22, Effective 03-01-22)**

WHEREAS: As part of negotiations for the parties' Collective Bargaining Agreement ("CBA") effective in 2022, the parties have agreed to close the RTD/ATU 1001 Pension Plan to anyone who begins their employment after December 31, 2022, and the Employer (RTD) has agreed to pay the benefits provided for by the terms of the RTD/ATU 1001 Pension Plan as may be amended from time to time ("Plan") to each participant and eligible beneficiary of the Pension Plan;

THE PARTIES AGREE:

1. Notwithstanding any provisions of the parties' Collective Bargaining Agreement (CBA) or the Plan, this Memorandum of Understanding shall survive the parties' CBA, including any new or future CBAs, and shall continue in effect for so long as any Plan participant, covered participant survivor, or beneficiary survives.
2. A "participant" is any current or former employee or beneficiary eligible for benefits as defined by the Plan.
3. The parties' duly appointed Trustees serving on the Pension Plan have agreed to amend the Plan to be consistent with the new CBA language including the Employer's promise to pay benefits described herein, and to increase the multiplier for those hired on or after January 1, 2011, through December 31, 2022, to two percent (2%), applied retroactively to the employee's hire date

4. The parties agree that pursuant to the terms of this MOU, the Employer is obligated to pay benefits to eligible participants and beneficiaries pursuant to the Pension Plan for as long as any such individual remains entitled to benefits under the terms of the Plan.

**MEMORANDUM OF UNDERSTANDING  
Pandemic Service Pay Guarantees  
(04-01-20)**

The parties have agreed that, during the Pandemic Service Reduction Plan:

1. Full-time guarantees will continue to apply.
2. Part-time and Part-time Retiree Operators who volunteer to work at least two shifts per week shall be guaranteed 15 hours pay per week.
3. Part-time Operators shall be assigned work after Full-time Operators.
4. Part-time operators will not work more than 30 hours per week.
5. The parties will meet and confer should layoffs be considered by the District.

**MEMORANDUM OF UNDERSTANDING  
Extra Work Incentive  
(July 9, 2021)**


The undersigned parties, in recognition of the effect that mandating forced extra work has had on retention, and the effect that retention has had on manpower, and having had the opportunity to discuss and present proposals about ways to incentivize employees to perform extra work, agree to the following pay rates for employees who perform extra work:

1. Employees who perform extra work beyond their normal work assignment shall be paid a \$4 per hour incentive, which will be paid at the \$6 per hour overtime rate if the employee is in overtime status.
2. Part-time and Part-time Retiree Operators with no voted work, or less than 15 hours of voted work shall be paid the pay rate referenced in #1 above for all such hours worked beyond 15 hours per week.
3. All extra hours worked as specified above shall be paid at these pay rates and are not subject to any reduction in rate.
4. Part-time employees will not take away work from Full-time employees.
5. This agreement may be terminated by either party upon 30 days' notice.
6. This agreement supersedes and replaces the current extra work incentives only until its termination.


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

IN WITNESS WHEREOF, the Employer and the Amalgamated Transit Union, Local 1001, said Amalgamated Transit Union, Local 1001, having been duly authorized by its members, have each caused these presents to be executed in their names and behalf by their proper officers, effective the day and date first above written.

**REGIONAL TRANSPORTATION DISTRICT**

By:   
Debra A. Johnson, General Manager and CEO

**AMALGAMATED TRANSIT UNION, LOCAL 1001**

By:   
Lance L. Longenbohn, President and Business Agent

**ATTEST:**

By:   
Marvin Roberts, Recording Secretary

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