AGREEMENT
between
AMALGAMATED TRANSIT UNION, LOCAL 1774
and
ROARING FORK TRANSPORTATION AUTHORITY

Effective: July 1, 2021 through December 31, 2024

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AGREEMENT
between
AMALGAMATED TRANSIT UNION, LOCAL 1774
and
ROARING FORK TRANSPORTATION AUTHORITY

This agreement is between the ROARING FORK TRANSPORTATION AUTHORITY (hereinafter called the Employer) or any successors or assignees thereof, and AMALGAMATED TRANSIT UNION, LOCAL 1774, AFL-CIO (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the Employer has recognized the Union as the exclusive collective bargaining representative.

ARTICLE I - SUBORDINATION OF AGREEMENT

It is understood that the parties hereto and the employees of the Employer are governed by the provisions of applicable state and federal laws. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said state and federal laws are paramount and shall prevail.

ARTICLE II - RECOGNITION AND BARGAINING UNIT

The Employer hereby recognizes the Union as the exclusive collective bargaining representative for all Year-Round CDL bus operators. It is further agreed that this Collective Bargaining Agreement pertains only to Year-Round CDL bus operators.

ARTICLE III - RIGHTS OF MANAGEMENT

A. The management of the system, and the direction of the workforce, are rights vested exclusively in the Employer. This contract shall not in any way alter or limit any of Employer's rights unless specifically set forth in this contract and agreed to by the Employer. The Employer's exclusively vested rights include, but are not limited to, the following rights:

1. Hire, train, and supervise its employees.

2. Select, promote, or transfer employees to supervisory, managerial, or other positions outside the bargaining unit.

3. Establish or revise qualifications of employees and performance standards, job requirements, descriptions, and classifications, except as these rights are specifically modified by other provisions of this agreement.

4. Schedule operations, determine the number, duration, and scheduling of work shifts, and allocate employees and jobs to be assigned to each shift.

5. Expand, maintain, or reduce its business operations.

6. Choose and control the equipment, processes, methods, and means to conduct its business, and change them as needed to respond to changing conditions.

7. Promote, transfer, layoff, suspend, discipline, or discharge for just cause, any employee within the bargaining unit, limited only by the applicable seniority requirements and any other provision in this contract to which Employer has specifically agreed.

8. Establish reasonable company rules which will not conflict with the provisions of this contract, to be applied uniformly and consistently to all of its employees. These rules will be distributed in manuals and publications such as personnel guidelines, operator manuals, safety and training materials, and driver memos to each employee who is expected to adhere to them, and will be updated in a timely manner and distributed as needed. No employee will be held responsible for knowing a rule that has been established or revised but has not been communicated through one of these methods.

9. May employ new technologies including, but not limited to, video/camera systems, GPS, mobile data computer terminals, and other current or future technologies designed for the support of transit operations.

10. The Employer and the Union agree that the exercise of Employer's rights as set out above cannot be interfered with by the Union, unless:

a) The Union or one of its members raises an objection based on a good-faith belief that the Employer has exercised its rights in such a way as to violate another provision of this contract.

b) The proper forum for raising such an issue is the grievance procedure set forth in Article IX.

The above rights of management are not all-inclusive, and not set forth for purposes of limitations, but instead indicate the type of matters or rights which belong to or are inherent to management.

The management rights enumerated herein are deemed to be inherent rights as owner and proprietor of the transit system at issue, and not subject to the grievance procedure set forth in this agreement. Nonetheless, the employer and the Union agree that any matter which is deemed to be subject to the grievance procedure specifically wages, benefits, and working conditions under this agreement shall not be excluded from said process merely because it relates to the application of any particular management rights.

ARTICLE IV - 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 and 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. Furthermore, the Union agrees that it will

cooperate and assist in fostering cordial relations between the Employer and the public. It is further agreed that the parties will adhere to this Agreement.

ARTICLE V- UNION MEMBERSHIP AND DUES

A. Employees who are covered by this Agreement have the right to join, or not join, the Union, to maintain their membership or to discontinue their membership in the Union. Each employee shall decide such matters without coercion or discrimination by either party to this Agreement. The language in this article shall not exclude or circumvent the Colorado Labor Peace Act, which allows for an election for a union security clause, for this bargaining unit.

B. It shall be the responsibility of the Union to provide all disclosures required by law concerning service fees.

C. The Employer agrees to deduct from the paycheck of each employee who has so authorized it, the regular initiation fees, regular monthly dues, and assessments uniformly required of members of the Union or in lieu thereof the monthly service charge. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on a form that conforms with applicable law. Said authorization shall be signed by the employee personally and is terminable at any time by the employee giving at least thirty (30) days written notice of such termination.

Employees terminating membership shall notify the Union Financial Secretary Treasurer. The Union Financial Secretary Treasurer shall submit all employee signed dues authorization and dues revocation forms to Human Resources upon receipt.

D. The Union shall hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE VI-- UNION ACTIVITIES

A. Visitation and Conduct of Union Business: An authorized representative of the Union may, after notifying the Director of Operations or an Operations Manager, and subject to replacement manpower availability, visit the work location of employees covered by this Agreement at a reasonable time, for the purpose of investigating conditions on the job. Such representative shall confine their activities during such investigations to matters relating to this Agreement. Employer work hours, offices, and facilities shall not be used by employees or a Union representative for the conduct of Union business meetings or the promotion of Union affairs.

B. Employee common areas may be used for informal discussions between Union representatives and individual drivers for union business and/or promotion of Union affairs, provided the individual drivers are not officially on duty, and such discussion does not interfere with the use of the common area by other drivers.

C. The Union shall provide the Employer, in writing, with the names of the representatives who are authorized to resolve grievances.

D. Union Bulletin Boards: The Employer shall provide one Union bulletin board in each of the following locations: Rubey Park, Aspen bus facility, Carbondale bus facility, Glenwood bus facility and at any other facility that may open during the life of this agreement. Postings by the Union and its members shall be confined to such boards and shall be limited to the official business of the Union.

E. Leave for Union Business: The Director of Operations, or an Operations Manager, will approve granting of leave without pay and without loss of continued accrual of seniority for any employee who is a member of the Union in good standing and who the Union designates to be engaged in the business of the Union. For pension continuation purposes only, such a leave may be designated as paid leave when agreement is made in cases where the Employer is reimbursed monthly by the Union for salary, retirement contributions, and any other related costs incurred by the Employer.

F. Union Leave of Absence: Time off with pay, to attend labor-management committee meetings, will be granted for up to two employee Union representatives, subject to manpower availability and approval by an Operations Director or Manager, to authorized representatives of the Union.

G. Union Officials Leave of Absence: The President/Business Agent and the Recording/Financial Secretary-Treasurer will be granted, with a minimum of seventy-two (72) hours-notice and the approval of an Operations Director or Manager, paid time off to conduct the business of the Union relating to this Agreement.

ARTICLE VII - WORK STOPPAGES

A. The Union and the Employer agree that the public interest requires the efficient and uninterrupted performance of all Employer services and to this end pledge their efforts to avoid or eliminate any conduct contrary to this objective.

B. During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with Employer functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference.

C. During the life of this agreement, the Company shall not engage in a lockout of the employees covered by this Agreement.

ARTICLE VIII - NONDISCRIMINATION

A. The parties understand and agree that the Employer and the Union are subject to state and federal laws, regulations and requirements prohibiting 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 had, and in the future will have, various programs governing its affirmative action efforts regarding all facets

of employment including, but not limited to, race, color, religion, ancestry, sex, age, national origin, political preference, disability, or a disabled veteran.

B. The union and management agree to work cooperatively to ensure the achievement of the principles of non-discrimination. Further, it is mutually agreed that there shall be no discrimination based on union membership, or non-membership, or union activity. Employees who believe they have been the subject of discrimination are encouraged to utilize the Employer's internal complaint procedures prior to seeking relief through external agencies. The Employer will apply uniformly and consistently established company rules to all employees with discrimination complaints.

C. The term "Employee", as used in this Agreement, includes both male and female employees. Contract language has been written as gender neutral whenever possible.

ARTICLE IX - GRIEVANCE PROCEDURE

A. The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement.

B. A "Grievance," as is used in this Agreement, means a claim by an employee that the terms of this Agreement have been violated, or that a dispute exists concerning the proper application or interpretation of this Agreement. Additionally, disciplinary actions, actions requiring unpaid time off, and cases of discharge shall also be processed in accordance with the following procedures within the stated time limits. Grievances involving discharge shall start at step two of the process.

C. Steps in the grievance procedure for disputes as defined in Section B.

STEP 1: The grieving employee, or authorized Union representative, shall present the grievance to an Operations Manager or the Director of Operations within ten (10) calendar days of notification to the employee, of the act or event giving rise to the grievance. The parties shall have ten (10) calendar days after receipt of the grievance within which to meet and resolve the issue.

STEP 2: In the event that resolution is not reached, and the Union Business Representative believes the grievance has merit, the grievance shall be submitted in writing to the Director of Human Resources or their designee, within ten (10) calendar days of the answer received in step 1. In cases involving discharge the grievance must be submitted in writing to the Director of Human Resources within twenty (20) calendar days of notice of discharge. The grievance shall specify the act or event grieved, the date of the occurrence, the identity of the employee(s) who claims to be aggrieved, the specific provision of the Agreement that has been violated, and the remedy sought.

STEP 3: The Director of Human Resources, or their designee, shall serve as chair of a Grievance Committee consisting of a Director of Operations and the Chief Operating Officer or their designee, who will meet with the Employee and the Union representative to review the facts and resolve the grievance. The meeting shall be held within ten (10) calendar days after receipt of the written grievance and the Committee shall render a written decision within ten (10) calendar days after the meeting.

STEP 4: In the event the grievance remains unresolved, the grievance may be appealed to arbitration by so notifying the Director of Human Resources in writing by registered or certified mail. Such notification must be received by the Director of Human Resources not later than thirty (30) calendar days, after receipt by the Union, of the committee's decision.

D. Arbitration Procedure:

1. In the event that any grievance, defined in Section B above, cannot be amicably adjusted in accordance with the provisions of the grievance procedures defined in Section C of this Article, it may be submitted to arbitration. Either party shall give notice of its intention to arbitrate as required in Step 4. A list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service by the party appealing the matter to arbitration. The request must be made within ten (10) calendar days after the receipt of the appeal by the Director of Human Resources. Both parties shall meet and each shall strike a name, until one (1) arbitrator is selected. A flip of the coin will be used to determine who strikes first.

2. The Union and the Employer both agree that the submission of a case' to arbitration shall be based on the original written grievance filed in step 2, Section C of this Article, and shall contain the nature of the grievance; act or acts grieved; date of occurrence; actual work performed; identity of employee or employees who claim to be aggrieved; provisions of this Agreement that the Employer has violated; and remedy sought.

3. Unless agreed upon in writing by both parties prior to the scheduling of the Arbitration, no more than one (1) grievance, dispute, or controversy shall be submitted before the same Arbitrator at any hearing.

4. Upon mutual consent of the parties, an important grievance, dispute, or controversy may be severed from the other matters, where more than one employee or grievance are involved, so as not to be heard at the same arbitration session or by the same Arbitrator.

5. The arbitrator shall determine whether just cause has been shown.

6. The Arbitrator shall settle or decide an issue or grievance submitted for arbitration within thirty (30) calendar days from the date at which the arbitration hearing closed.

7. All meetings and hearings under this procedure shall be kept informal and private, and shall include only parties in interest and/or designated representatives.

8. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement, to limit or impair any common law right of the Employer, or to establish or change any wage or rate of pay contrary to the terms of this Agreement. The decision of the arbitrator within these stated limits shall be final and binding on both parties and shall be in accordance with the laws of the State of Colorado and Federal law. The decision of the arbitrator shall be based solely on the evidence and arguments presented to him by the parties. Any arbitrator findings shall be precedent setting when the factual situation is substantially the same as a subsequent matter.

9. The parties agree that the power and jurisdiction of any arbitrator chosen hereunder shall be limited to deciding whether there has been a violation of a provision of this Agreement.

10. The expense of the impartial arbitrator shall be borne equally by the parties.

E. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties, in writing. Failure by the employee, or Union, to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. Failure by the Employer to submit a reply within the specified time limits shall cause forfeiture of the grievance by the Company.

ARTICLE X - DISCIPLINE AND DISCHARGE

A. Any written reprimands, notices of suspension, and notices of discharge which are to become a part of an employee's personnel file, shall be read and acknowledged by signature of the employee. If the employee declines to sign the document, a witness may sign in the employee's place. Such signature shall not constitute a waiver of any rights to which the employee is entitled. The employee will receive a copy of such reprimands and notices. These notices must be issued within fourteen (14) calendar days of the date of the first report of the occurrence. If additional time is needed, the Employer will notify a Union representative. The Union representative will agree to the extension date requested by the Employer.

B. An employee will be notified in writing of any verbal reprimands which are to become a part of an employee’s personnel file.

C. An employee may be suspended without pay, demoted, or dismissed for just cause. The determination of whether an administrative leave/investigative suspension will be paid, will be made on a case-by-case basis.

D. The employee or delegate shall be given a copy of the notice of disciplinary action, which includes a statement of reasons for the action. In determining the appropriate level of discipline to be administered the Employer may only consider the employee’s record from the prior two (2) years; except in cases of substance abuse violations or a continuing and substantiated record of disciplinary action.

ARTICLE XI -SENIORITY

A. Each category of operations employee has its own seniority listing. The following categories are listed in descending order with regards to seniority ranking. Each category will complete the bidding process each season prior to the start of the next bidding category.

1. Year-Round CDL Bus Operators

2. Full Time Seasonal Operators (not part of the bargaining unit)

3. Part Time Operators (not part of the bargaining unit)

A. Supervisors, Information Clerks, Maintenance Department Employees, Facility Maintenance, and other Administrative Employees are non-bargaining unit job classifications. These job classifications shall not bid, and shall only be utilized to drive routes for which they are qualified in exigent circumstances when all other operators have been exhausted. The Employer will communicate to lower level supervisors that failure to adhere with this provision will constitute a violation of this agreement.

B. Seniority within the bargaining unit is determined as follows:

1) Year-Round CDL Bus Operators

Seniority for Year-Round CDL Bus Operators is the date on which the employee is promoted to a year-round position. When several employees enter the position on the same date, their seniority will be determined by their last seniority as a full time seasonal operator. If a Year-Round CDL Bus Operator has experienced a break in service, and returns to work as a Year-Round CDL Bus Operator at some future date, they will be placed at the bottom of the Year-Round CDL Bus Operator seniority list. If the break in service is for two (2) years or less, the Year-Round CDL Bus Operator will be paid based on total years of service at RFTA under the Year-Round CDL Bus Operator Wage Scale at Article XVII. If the break in service is for more than two (2) years, they will start at the bottom of the Year-Round CDL Operator Wage Scale.

C. Transferring Positions

Year-Round CDL Bus Operators transferring back into the bargaining unit will be given full seniority credit for all time worked outside the bargaining unit provided they return within six (6) calendar months. If they do not return within six (6) calendar months, they will be placed at the bottom of the Year-Round CDL Bus Operator seniority list. Upon transferring back into the bargaining unit, the Year-Round CDL Bus Operator will be paid based on total years of service at RFTA under the Year-Round CDL Bus Operator Wage Scale in Article XVII.

Current employees are always given seniority ranking over new hires, within any new hire training group.

ARTICLE XII - LAYOFF

A. Layoff:

1. In the event of a system-wide layoff, other than an end of season layoff, the Employer shall determine the classifications, and which positions are to be reduced in consultation with the Union. In determining which employees in the affected classifications will be laid off, the principle of seniority shall apply. Employees will be laid off in reverse seniority order and will be given seven (7) calendar days' notice, prior to the effective date of the layoff.

2. An employee who is in a classification designated for reduction may displace an employee in any equal or lower classification in the division in which said employee previously held regular status; provided said employee has more seniority in the classification than the employee he/she desires to displace. This right shall be exercised only once in any layoff.

3. Seniority for, benefits purposes shall not accrue during layoff, but seniority for job bidding purposes shall continue to accrue during layoff.

B. Recall:

1. Employees shall be recalled in the reverse order of layoff as provided in Section A. above.

2. Notice of recall shall be sent to employees at their last known address by registered or certified mail. It is the employee's responsibility to keep the Employer informed of his/her current address.

ARTICLE XIII - SCHEDULING

A. Number one (1) to five (5) on the seniority list may choose to work thirty-six (36) or more hours per week and be granted a full leave of absence in the off season upon request.

B. Number six (6) to fifteen (15) on the seniority list may request a full leave of absence in the off season. Such requests are subject to approval by management.

C. Driver schedules will be done at least four times per year, with schedule periods to be determined by management, based on seasonal changes in service demands.

D. The Union may send up to two (2) representatives to any scheduling session to observe the process four (4) times per year, for up to a period of four (4) hours, by mutual agreement. Representatives will be compensated for this time.

E. Scheduling Committee:

1. A Scheduling Committee will continue to meet monthly, unless agreed to

otherwise by the Committee.

2. The permanent members of the committee shall be three (3) representatives of the Local Union, appointed by the Union, and three (3) representatives of the Employer, appointed by the Employer. Representatives will be compensated for committee meeting time.

3. The purpose of the Scheduling Committee is to establish a scheduling procedure for operators that improves communication between operators and schedulers as well as additional scheduling improvements.
4. When the Scheduling Committee agrees on scheduling improvements, these processes will be documented and implemented during the next viable scheduling period or as soon as possible.

ARTICLE XIV- OVERTIME

Employees covered under this agreement shall be eligible for overtime.

Overtime hours are hours worked, in excess of forty (40) hours per week (Sunday through Saturday), which are paid at the rate of one and one-half times the regular rate of pay.

Overtime must be authorized by the Director of Operations or Operations Manager. RFTA reserves the right to schedule employees as service levels dictate.

Unfilled shifts will be posted to the Extra Board and will be filled using the following procedure.

1) Year-Round CDL Bus Operators scheduled for less than 37.5 hours in a given week may sign up for, and take, Extra Board shifts at any time.

2) Year-Round CDL Bus Operators scheduled for 37.5 hours, or more, for a given week, may make their interest in picking up an Extra Board shift known to a Dispatcher, beginning 72 hours prior to the scheduled start time of that shift. The Dispatcher will keep a list of interested operators attached to the Extra Board. 48 hours prior to the scheduled start time of the posted shift, the Dispatcher will assign the shift to an eligible operator with the most seniority, providing that person has not already picked up an extra shift for that week.

3) When work becomes available within 24 hours, but not less than two hours of the established start time of a vacant shift, the Dispatcher will call the three most senior operators on the overtime sign-up calendar for that day (specific to day or night work) providing that operator has not already picked up, nor has been scheduled for, an extra shift during that week. The work will be offered in order of seniority.

4) There will be a text sign-up list for overtime, to be completed on the first of each month.

5) Having exhausted the possibilities above the Dispatcher will send out a group text to operators on the text sign-up list. The first operator to respond who hasn't already picked up a shift that

week, will get that shift. If no one responds to the text message within one hour, the Dispatcher will assign the shift to any other eligible Operations Employee.

6) If a shift is, or becomes, vacant within three (3) hours of the scheduled start time of the shift the Dispatcher may assign the shift to any eligible Operations Employee.

7) When it is necessary to require overtime work the employer will assign the work in reverse order of seniority of all operators available for full time work.

ARTICLE XV-DAYS OFF

Year-round CDL Bus Operators shall have specified days off each week. (Example: An employee may work Monday through Friday with Saturday and Sunday being the specified days off; or Wednesday through Saturday with Sunday, Monday and Tuesday being the specified days off.) In the event of any emergency, or when required for the performance of essential public service, an employee may be required to work on the day(s) the employee is normally off. Use of paid leave, in lieu of hours worked, may not be used to create overtime. This includes the use of vacation, sick, jury duty or bereavement leave, or any other paid leave.

PAID DAYS OFF

Vacation Leave. Vacation leave accrual varies based on length of service. The equivalent of ten (10) paid holidays per year is included in the calculation of vacation accrual.

Service Time	Accrual Rate
Up to 5 Consecutive Years of Service	8.5% of total hours worked up to 40 hours
5 or More Consecutive Years of Service	10.75% of total hours worked up to 40 hours

Vacation Pay: The maximum accrual is three hundred (300) hours and in no event will a terminating employee receive compensation for those hours accrued over maximum.

Accrued leave shall be utilized at the rate of forty (40) hours per calendar week when vacation time has been scheduled. Year-Round CDL Bus Operators may maintain their regularly scheduled hours through the use of vacation time. Pay will not be given in lieu of vacation time, except when the employee terminates. Approval and timing of vacations shall be determined by the Department Head taking into consideration seasonal demands, availability of time and the employee's wishes. Vacation days shall be reported on the employee's time sheet and approved by the Department Head.

Year-Round CDL Bus Operators who are scheduled for less than forty (40) hours per week may elect to use vacation time to supplement their hours. Total hours may not exceed forty (40) hours in a calendar week.

Personal Days: Employees may request one (1) unpaid personal day off in the spring off-season and one (1) unpaid personal day off in the fall off-season. Employees shall have the option of using a vacation day for pay.

Winter Vacation:

Based upon availability of winter bus operators, RFTA will provide for Year-Round CDL Bus Operators, starting on the Monday of Thanksgiving Day week, and through the life of the contract, a minimum of two winter vacation slots, with the following restrictions.

a.) Requests must be made at least thirty one days prior to the first day requested off and will be granted thirty days in advance of the day off.

b.) Vacation periods must be a full week Sunday through Saturday using 40 hours of vacation time. Two consecutive weeks can be requested. Two nonconsecutive weeks cannot.

c.) Winter vacation periods will be posted in rotating four-week blocks.

d.) Requests will be honored in order of seniority.

e.) Requests will only be granted once per employee in any rotating five-year period or subject to management approval.

Sick Leave:

Sick leave may be used when an employee is incapacitated by illness or injury, or for medical, dental, mental health, or optical examinations or treatment. While the *Healthy Families and Workplaces Act ("HFWA")* remains in effect, sick leave may also be taken for any of the reasons listed at section 8-13.3-404 of *HFWA*.

Employees are strongly urged to schedule such medical exams and appointments for times when they are not scheduled for work. When appointments must be scheduled during working hours, time off will be granted for the day of the appointment.

Sick leave may also be used when a member of the employee's immediate family is ill or injured requiring the employee's care or service. Immediate family is defined as spouse, parents, brother, sister, grandparents, children, grandchildren, stepchildren, stepparents, step-grandparents, mothers-in-law, fathers-in-law, brothers-in-law, sisters- in-law, sons-in-law, and daughters-in-law, or any relative living in the employee's immediate household, or any other qualifying family member under *HFWA*, while it remains in effect.

In the event of a prolonged illness, the Family Medical Leave Act (FMLA) takes precedence. Use of sick leave and FMLA will run concurrently and not consecutively, unless otherwise agreed to by the Chief Executive Officer.

Use of sick leave, for four or more consecutively scheduled work days requires a health care provider's written authorization or other reasonable documentation as determined by the employer, as soon as the employee can provide it after returning to work. RFTA also reserves the right to require an employee who has an established pattern of excessive sick time usage,

to undergo a physical examination at the employer's physician and at the employer's expense.

Sick leave and public health emergency leave must be used, at minimum, in hourly increments.

While *HFWA* remains in effect, the first forty-eight (48) work hours of paid sick leave used each calendar year and any public health emergency leave used under *HFWA* will not be treated as a Chargeable Absence.

Five (5) Chargeable Absences may subject the Employee to termination of employment. In the event *HFWA* is no longer in effect, the parties agree that eight (8) Chargeable Absences may subject the Employee to termination of employment.

A no call/no show for three (3) consecutively scheduled workdays may subject the Employee to termination of employment.

Year-round CDL Bus Operators accrue sick leave in the following manner:

4.6% of total hours worked**,** to a maximum of twelve (12) days per year.

SICK LEAVE PAYOUT:

The following formula will be used to determine sick leave payout upon termination:

Accrued hours up to a maximum of 480 hours minus 80, divided by 3.

PUBLIC HEALTH EMERGENCY LEAVE

While *HFWA* remains in effect, in the event of a declared public health emergency, as defined in *HFWA*, the Employer will follow *HFWA* as it relates to public health emergency leave.

ARTICLE XVI – BENEFITS

Employees will continue to be covered under the benefit package in effect on January 1,2021. A benefit package will remain in effect during the term of this agreement; the Union will be consulted about any future plan reduction in benefits or increase in passed-on costs, as soon as practicable or prior to open enrollment.

ARTICLE XVII – WAGE SCALE
YEAR-ROUND CDL BUS OPERATORS

A. Pursuant to CRS 29-1-110, wages are subject to annual appropriations by the RFTA Board of Directors.

B. Effective at the start of the first payroll period beginning on or after July 1, 2021, the wage rate applicable to each current bargaining unit employee will be determined based on the employee's Length of Service as a Year-Round CDL Bus Operator using number of months

the employee has worked as a Year-Round CDL Bus Operator as of July 1, 2021, according to the hourly pay schedule set forth in paragraph E below.

C. Subsequent to July 1, 2021, current bargaining unit employees will advance through the pay steps on their anniversary date of promotion to Year-Round CDL Bus Operator, up to the Maximum. Increases will be effective annually, at the start of the payroll period that includes the employee's anniversary date.

D. An employee newly entering the Year-Round CDL Bus Operator classification after July 1, 2021, will be paid at the Step 1 rate in the pay schedule, and will advance through the steps annually, on their anniversary date. Increases will be effective annually, at the start of the payroll period that includes the employee's anniversary date.

E. Hourly Pay Schedule for Year-Round CDL Bus Operator

Step	Length of Service as Year-Round CDL Bus Operator	Hourly Wage Rate			
		July 1, 2021 (a)	2022 (b)	2023 (b)	2024 (b)
1	1st 12 Months	$ 23.51	$ 23.98	$ 24.46	$ 24.95
2	2nd 12 Months	$ 24.25	$ 24.74	$ 25.23	$ 25.73
3	3rd 12 Months	$ 25.01	$ 25.51	$ 26.03	$ 26.55
4	4th 12 Months	$ 25.80	$ 26.32	$ 26.84	$ 27.38
5	5th 12 Months	$ 26.62	$ 27.15	$ 27.69	$ 28.24
6	6th 12 Months	$ 27.45	$ 28.00	$ 28.56	$ 29.13
7	7th 12 Months	$ 28.32	$ 28.88	$ 29.46	$ 30.05
8	8th 12 Months	$ 29.21	$ 29.79	$ 30.39	$ 31.00
9	9th 12 Months	$ 30.13	$ 30.73	$ 31.35	$ 31.97
Maximum	After 108 Months	$ 31.06	$ 31.68	$ 32.31	$ 32.96

(a) Effective at the start of the first payroll period beginning on or after July 1, 2021, all current employees will be placed in the wage schedule based on their length of service as a Year-Round CDL Bus Operator on July 1 2021. An employee whose anniversary of employment falls between July 1, 2021 and December 31, 2021, will advance to the next Step in the progression effective at the start of the payroll period that includes the anniversary date.

(b) Beginning in 2022, an employee will receive only one wage increase annually, which shall be effective at the start of the payroll period that includes the anniversary date. Example: an employee who became a Year-Round CDL Operator on August 1 2019, would receive a wage rate of $24.25 effective at the start of the first payroll period beginning on or after July 1, 2021; effective on the payroll period that includes August 1 2021, they would advance to $25.01; effective on the payroll period that includes August 1, 2022, they would advance to $26.32; effective on the payroll period that includes August 1, 2023, they would advance to $27.69, and; effective on the payroll period that includes August 1, 2024, they would advance to $29.13.

F. A Year-Round CDL Bus Operator will receive a $1,000 gross bonus on the payroll period that includes the employee's anniversary date after having completed 12 months at

the maximum step. This bonus will not be paid when the Wage Scale takes effect on July 1, 2021 but, instead, will be paid after July 1, 2021 during the pay period in which the employee's anniversary date falls each year covered by this agreement.

G. It is expressly understood that in the event of any future RFTA-wide wage freezes, at RFTA Board direction, all Year-Round CDL Bus Operators covered by this agreement shall remain in the year of service level and pay rate as listed above and bonuses for capped Year-Round CDL Bus Operators will also be frozen. When the wage freeze is lifted, Year-Round CDL Bus Operators shall move through the progression to the next consecutive step on their anniversary dates and shall not move through the progression by more than one step annually.

H. If a Year-Round CDL Bus Operator has experienced a break in service and returns to work as a Year-Round CDL Bus Operator at some future date, their prior Length of Service will be considered with respect to which step in the Year-Round CDL Bus Operator Wage Scale they will be placed. If the break in service was for two (2) years or less, the Year-Round CDL Bus Operator will be placed in the Hourly Pay Schedule in paragraph E, above in the step that corresponds most closely to their total continuous Length of Service prior to their break in service. If the break in service is for more than two (2) years, they will start at Step 1 of the CDL Operator Wage Scale.

I. RFTA at times may pay bonuses including but not limited to shift differentials during peak season weekends, accident free driving, attendance, or additional pay for driver trainers.

ARTICLE XVIII - SAVING CLAUSE

Should any part hereof, or any provision herein contained, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions thereof shall remain in full force and effect. Both parties agree to immediately attempt to renegotiate such invalidation's to a form acceptable to both parties.

ARTICLE XIV - ENTIRE AGREEMENT

A. The Employer and the Union acknowledge that during the negotiations that 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 Agreement. The foregoing shall not be construed as preventing the parties from voluntarily and mutually agreeing to discuss or negotiate any subject matter during the life of this Agreement.

ARTICLE XX - TERMINATION

This Agreement supersedes and replaces the previous agreement dated January 1, 2019 through December 31, 2021.

Term of Agreement: This Agreement shall remain in full force and effect from July 1, 2021 through December 31, 2024 provided, however, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. It is the intent of the parties to this Agreement that negotiations for change or modification shall begin at least one hundred- eighty (180) days, prior to the termination of this Agreement. All terms of this Agreement shall continue in full force and effect until changed, revised, or amended by agreement of the parties.

DATED this _____ day of _____, 20_____.

_____

FOR ROARING FORK TRANSPORTATION AUTHORITY

_____

FOR AMALGAMATED TRANSIT UNION, AFL-CIO, LOCAL UNION 1774

"Appendix A"

The following language is provided for informational purposes only, to inform the Union of the Employer's intent behind the meaning of a Non-Chargeable and Chargeable Absence. This subject matter is contained in the Driver's Handbook which continues to remain subject to revision by the Employer at any time. By providing this language for informational purposes only, the Employer is not waiving its Management Right to establish and update reasonable company rules, including the language outlined below.

A NON-CHARGEABLE ABSENCE is any approved leave which includes but is not limited to vacation, holidays, bereavement, jury or witness duty, military service, personal days, FMLA, and any other absence determined to be Non-Chargeable by the Employer. While *HFWA* remains in effect, the first forty-eight (48) work hours of paid sick leave used each calendar year and any public health emergency leave used under *HFWA* will not be treated as a Chargeable Absence.

A CHARGEABLE ABSENCE is each Occurrence that an employee misses assigned work that does not qualify as a Non-Chargeable absence. This includes but is not limited to a Miss-out, any failure to complete at least half of a day's work assignment, ineligibility to work due to an expired CDL or expired DOT physical card, or any other absence determined to be Chargeable by the Employer.

i) An Occurrence is any number of consecutive or individual days an employee calls in sick.

ii) A Miss out is each failure of an operator to a) report at their assigned location for duty within three minutes of the established show-up time; or b) to contact the dispatcher for a sick call at least one hour before the scheduled start time of the operator's scheduled shift. A Miss out may be excused when written verification is submitted substantiating a bona-fide emergency. A bona fide emergency includes but is not limited to an auto accident, home fire, flat tire, dead battery, late babysitter, or any other bona fide emergency as determined by the Employer.