

ARTICLE 10

DISCHARGE AND DISCIPLINE

10.1 Employer reserves the right to discipline or discharge any employee for just cause. It is understood by the parties that employees are subject to all applicable rules and regulations of the City and the Transit System. Employer agrees that disciplinary action shall be in a timely fashion and the employee shall be notified of the potential of such disciplinary action within thirty (30) working days of the employer becoming aware of the event giving rise to the discipline, except in cases where immoral or unlawful conduct is involved.

10.2 Any official written reprimand shall be furnished to the employee outlining the reason for the reprimand. The employee will be requested to sign the statement; however, that signature does not constitute or imply agreement, only acknowledging receipt of the reprimand. If the employee refuses to sign, the refusal shall be noted and placed in the employee's personnel file. The employee shall have the opportunity to respond to the reprimand in writing. This written response shall remain attached to the reprimand maintained within the employee's file. Whenever possible, the City will make every effort to reprimand the employee in a private manner so as to avoid embarrassing the employee.

10.3 Disciplinary actions involving discharge, demotion, suspension with loss of pay and written instructions and cautionings may be subject to the grievance provisions of the Agreement. Written or verbal warnings are not grievable, provided they are not placed in the employee's official personnel file. Such warnings shall not be considered a "first offense" under City Personnel Policies and Procedures, Policy #E-3, however, such warnings may be used as a basis to substantiate future disciplinary action under Policy #E-3.

10.4 Any discharged employee who has completed his/her probationary period shall have the right to appeal said discharge directly to the second step of the grievance procedure provided such appeal is made within seven (7)

1 days from the effective date of such action, computed in accordance with
2 Section 8.2(D).

3 10.5 Probationary employees on initial hire shall not be subject to the grievance
4 procedure of this Agreement except as provided in Article 23.3.

5 10.6 Effective upon ratification, except as otherwise provided in this paragraph,
6 ~~in~~ imposing disciplinary measures by incremental steps based on
7 successive deficiencies in employee performance, on a current charge, the
8 Transit Director will not take into consideration prior infractions of the same
9 rule which occurred more than eighteen (18) months previously, exceptor, in
10 the case of safety violations, ~~substantiated by Personnel Policies and~~
11 ~~Procedures, Policy Number E-3~~ any prior safety violations which occurred
12 more than seven (7) years previously, and In discharge cases, ~~which~~ the
13 overall disciplinary record of the employee may be taken into consideration.

14 10.7 An employee shall have the right to review his/her personnel file at
15 reasonable times under proper supervision.

16 10.8 No telephone complaints from the public shall be made part of the
17 employee's personnel record until the employee has had the opportunity to
18 offer his/her defense of such complaint.

19 10.9 If an employee is charged with an offense which involves immoral or
20 unlawful conduct, neither such charge nor any discipline meted out in
21 connection therewith shall be subject to the grievance procedure of this
22 Agreement, unless the grievance in such cases is accompanied by the
23 signed authorization of the employee involved releasing the City and the
24 Union from any liability and authorizing the City to submit any and all
25 information and facts pertaining to the case to whomever they may concern,
26 including the Union President.

27 10.10 All applicable rules and regulations, and discipline meted out in connection
28 therewith, shall be consistently applied and administered for all employees
29 based on sound discretion and a consideration of all the facts involved in
30 each individual situation.

10.11 No rule or regulation shall be established which is in conflict with this Agreement.

ARTICLE 31

WAGES

31.1 General Increases

A. Effective the first full pay period in October 2015, the pay range maximums shall be adjusted one percent (1%), as reflected in Exhibit A. Effective upon ratification, employees covered by this Agreement, except those participating in the DROP, shall have their individual base rate of pay increased by two percent (2%) of their individual rate of pay.

B. Effective the beginning of the first full pay period in October 2016, the pay range maximums shall be adjusted one percent (1%), as reflected in Exhibit A. Effective the first full pay period in October 2016, employees covered by this Agreement, except those participating in the DROP, shall have their individual base rate of pay increased by two percent (2%).

C. Effective the beginning of the first full pay period in October 2017, the pay range maximums shall be adjusted one percent (1%), as reflected in Exhibit A. Effective the first full pay period in October 2017, employees covered by this Agreement, except those participating in the DROP, shall have their individual rate of pay increased by two percent (2%).

~~C.D.~~ Effective the beginning of the first full pay period in January 2018, the pay range maximum for the Transit Operator classification shall increase to \$18.9549/hour.

~~D.E.~~ The parties may, upon mutual agreement, reopen this paragraph (31.1) for negotiation between August 1, 2017 and September 30, 2017, for the purpose of negotiating an increase to the Fiscal Year 2018 General Increase. There shall be no wage increases after September 30, 2018 unless and until there is a new Agreement in effect providing for such increases.

~~E.E.~~ Deferred Retirement Option Program (DROP):

Deferred Retirement Option Program (DROP) participants are not eligible for increases beyond the top of their individual salary ranges as they existed at the time of their entry into the DROP unless otherwise provided for in their Application for Deferred Retirement Option Program document.

31.2 Performance Safety Incentives

A. For each year of this Agreement (FY 2016, 2017, and 2018), employees classified as **Transit Operators** who, as of October 1 of each year of the Agreement, have not had a preventable accident for the number of consecutive years reflected in the chart below, shall receive base rate increases as indicated in the chart.

Consecutive Years Without a Preventable Accident	Annualized Increase (based on 2,080 hours)	Hourly Increase
0 years to 2 years 11 months	Not eligible	
3 years to 5 years 11 months	\$208	10 cents/hour
6 years to 8 years 11 months	\$416	20 cents/hour
9 years to 11 years 11 months	\$624	30 cents/hour
12 years to 14 years 11 months	\$832	40 cents/hour
15 or more years	\$1,040	50 cents/hour

B. For each year of this Agreement (FY 2016, 2017, and 2018), employees classified as **Clerk 1 RTS, Fleet Mechanic I RTS, Fleet Mechanic II RTS, Maintenance Worker 1 RTS, Maintenance Worker III RTS, Parts Specialist RTS, Transit Vehicle Collision Repair Technician, or Vehicle Service Attendant RTS** who, as of October 1 of each year of the Agreement, have not had a preventable injury for the number of consecutive years reflected in the chart below, shall receive base rate increases as indicated in the chart. For the purpose of interpretation, "preventable injury" shall be defined as those reported, compensable injuries where the employee's performance was determined to be a contributing factor, and where the injury resulted in external costs (indemnity or medical) to the City.

Consecutive Years Without a Preventable Injury	Annualized Increase (based on 2,080 hours)	Hourly Increase
0 years to 2 years 11 months	Not eligible	
3 years to 5 years 11 months	\$208	10 cents/hour
6 years to 8 years 11 months	\$416	20 cents/hour
9 years to 11 years 11 months	\$624	30 cents/hour
12 years to 14 years 11 months	\$832	40 cents/hour
15 or more years	\$1,040	50 cents/hour

C. There shall be no Performance Safety Incentives after the expiration of this Agreement, unless and until there is a new Agreement in effect providing for such increases.

31.3

A. Promotion:

When an employee is promoted his/her salary shall be advanced to a rate that would provide a five percent (5%) increase in pay or to the beginning of the new range, whichever is greater.

B. Transfer:

1 There shall be no immediate change in the salary rate of an
2 employee who is transferred. If an employee is transferred to a
3 position in a class having a higher pay grade, such change is a
4 promotion.

5 C. Temporary Assignments:

6 When an employee is assigned to perform work for a position in a job
7 classification with a lower pay grade on a temporary basis, the
8 employee shall not suffer a decrease in pay.

9 D. Demotion:

10 When an employee is demoted to a position in a job classification
11 with a lower pay grade, the employee shall be paid within the
12 approved pay grade of the classification with the lower pay grade.

13 The rate of pay shall be set by the Human Resources Director.

14 31.4 Merit or Performance Increases:

15 A. Effective October 1, 2015 through September 30, 2018, there will be
16 no Merit or Performance Increases, other than those provided in
17 paragraph 31.2 (Performance Safety Incentives) above.

18 B. For regular (non-probationary) employees, the review period is a one-
19 year period from October 1 through September 30. Employees will
20 continue to be reviewed, but there will be no Merit or Performance
21 Increases associated with these reviews.

22 C. There shall be no Merit or Performance Increases after September
23 30, 2018, unless and until there is a new Agreement in effect
24 providing for such increases.

25 D. Employees who are currently participating in the Deferred
26 Retirement Option Program (DROP) and who have NOT reached
27 the top of their respective salary ranges for the regular
28 classifications they were in, as they existed at the time the
29 employees entered the DROP, will be eligible to receive increases
30 to their base rates of pay up to the top of their respective salary
31 ranges as described in paragraph 31.2 above. These increases will

1 be paid on the same pay dates as when other ATU employees
2 receive their Wage Increases. No DROP participant will receive
3 any portion of the increase described in paragraph 31.2, that would
4 place him or her at a rate in excess of the maximum of his/her
5 salary range as it existed at the time he/she entered the DROP
6 unless otherwise provided for in his/her Application for Deferred
7 Retirement Option Program document.
8

9 31.5 Living Wage

- 10 A. Effective the beginning of the first full pay period following
11 ratification, employees being paid an hourly rate that is less than
12 ~~\$12.60~~12.75 shall ~~receive~~have their base rate increased ~~of up to~~
13 ~~forty-five (45) cents per hour, provided that the base rate following~~
14 ~~the increase shall not exceed~~ ~~\$12.60~~12.75 per hour.
15 B. Effective the beginning of the first full pay period following
16 ratification, no employee shall be hired at a base rate of pay that is
17 less than ~~\$12.25~~12.75 per hour.
18 C. There shall be no increase to the Living Wage after the adjustments
19 provided in 31.5.A. and 31.5.B. above, unless and until there is a
20 new Agreement in effect providing for such increases.