

Agreement  
Between  
San Mateo County  
Transit District  
and

Bus Operator and Maintenance  
Employee Unit of  
Amalgamated Transit Union  
Local Division No. 1574  
AFL-CIO-CLC

February 2, 2022 to June 30, 2024

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## **LABOR AGREEMENT**

This AGREEMENT is made and entered into as of the effective date hereinafter stated by and between SAN MATEO COUNTY TRANSIT DISTRICT, hereinafter referred to as "District," and AMALGAMATED TRANSIT UNION LOCAL NO. 1574, AFL-CIO-CLC, hereinafter referred to as "Union," for the purpose of fixing the wage schedule, hours, and general rules and regulations affecting employee members of the Union.

### **PURPOSE OF THIS AGREEMENT**

The purposes of this Agreement are to promote the settlement of labor disagreements by conference and discussion, to prevent strikes and lockouts, to stabilize conditions in the Mass Transit Industry in the area affected by this Agreement and to provide procedures for prompt and equitable adjustment of grievances.

### **ARTICLE 1. RECOGNITION**

The District recognizes the Union as the sole and exclusive bargaining agent of employees of the District classified as Bus Operator, Lead Mechanic, Mechanic A, Mechanic B, Mechanic C, Utility Worker, Lead Utility Worker, Lead Storeskeeper, Storeskeeper, and Bus Operator Trainee, but excluding all other categories of employees such as supervisors, managerial, administrative, security and clerical employees.

The District may add additional classifications upon thirty (30) days' notice to the Union. During the notice period, the District will, upon request, negotiate with the Union concerning the top hourly rate for the new classification.

### **ARTICLE 2. MANAGEMENT RIGHTS**

#### **Section 1. Management Rights, Subcontracting**

It is mutually agreed that it is the right and duty of the District to manage the District, to exclusively determine the manner, method and means of accomplishing the purposes and mission of the District, to direct and utilize all labor and to utilize and allocate all other resources for the District to their best use. These rights include, but are not limited to, establishing and

enforcing work standards and policies, and the right to hire, demote, reclassify, layoff, discharge and otherwise discipline employees, subject only to the specific conditions set forth in this Agreement. The scope of service and the scheduling of such service, including the subcontracting of work and services of the District are also the exclusive prerogatives of the District. The District, in its sole discretion, may continue the scope of existing subcontracting for service and work. No expansion of the scope of subcontracting shall cause the layoff of any bargaining unit employee below the number existing as of July 1, 1990. This shall not be construed to preclude any layoff or reduction of force for reasons not solely attributable to the expansion of the scope of subcontracting.

## **Section 2. Rules, Regulations and Manuals**

It is mutually agreed that regulations set forth in District rules and manuals, with such additions or alterations as are made by the District from time to time, are necessary for efficient operations. No regulations promulgated or enforced by the District shall be valid if they violate any provisions elsewhere set forth in this Agreement.

## **Section 3. Management Rights Subject to Grievance**

Any claim that the District's exercise of any prerogative of management or promulgation or enforcement of any regulation is violative of any other specific provision(s) of this Agreement may be made the subject of a grievance.

# **ARTICLE 3. NO STRIKE-NO LOCKOUT**

## **Section 1. No Interruption of Work**

There shall be no strike, slowdown, picketing, or any interruption of, or interference with work by the Union or the employees covered by this Agreement, and no lockout by the District, for the duration of this Agreement.

## **Section 2. Rights Regarding Labor Disputes**

It shall not be a violation of this Agreement and shall not be cause for discipline for any employee to refuse to enter upon any property involved in a legal, primary and sanctioned labor dispute.

## **ARTICLE 4. UNION SECURITY**

### **Section 1.**

All employees covered by this Agreement may become members of and may maintain their membership in good standing in the Union, during the life of this Agreement. Good standing is interpreted to mean the voluntary tendering of initiation fees, dues, and assessments uniformly required of and applicable to all members of the Union.

The District will rely on a written certification from the Union requesting that the District deduct from employees' salaries or wages an amount equal to the Union's bi-weekly dues or fees authorized by the Union Bylaws. The Union has and will obtain and maintain signed employee authorization for said wage deductions and will represent to the District that each bargaining unit employee is affirmatively consenting to payroll deductions for Union dues, initiation and other fees and assessments consistent with state and federal law. After providing the required certification, the Union will not be required to provide a copy of individual authorizations to the District unless a dispute arises about the existence or terms of the authorization. Either party can request reconciliation of the member non-member lists. The reconciliation of the lists will be provided within fifteen (15) days of the request. Officers of the Union will notify the District of the amount of Union dues, initiation fees and the amount of any general assessment(s).

Based on the certification from the Union described above, the District will deduct, bi-weekly the amount of Union regular and periodic dues and initiation fees and any special membership assessments as may be specified by the Union. Dues deduction for employees will only be made upon written certification from the Union.

Bi-weekly a written statement of the names and amounts deducted, will be forwarded promptly to the Union office, at the address specified by the Union.

The District will provide the Union with a copy of the start letter sent to newly hired putative bargaining unit members before the employee starts at the District.

The employee's earnings must be sufficient; after all other required deductions are made, to cover the amount of the deductions authorized by this Section. When an employee in a non-pay status for an entire pay period, no deductions for initiation fees, union dues or fees, assessments will be

made to cover that pay period. If an employee is in a non-pay status for part of the pay period such and that employee's wages are not sufficient to cover the full deduction, the District will not deduct Union dues.

The District will direct employees requesting to discontinue or change Union dues deductions to the Union. The District will rely on information provided by the Union regarding whether or not the authorizations for the Union dues deductions was properly discontinued or changed, but will determine for itself if an employee is affirmatively consenting to Union dues deductions.

## **Section 2. – Indemnification**

The Union will indemnify and hold harmless the District, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgements, and other proceedings arising out of any action relating to this Article of the collective bargaining agreement. The Union will refund to the District any amounts paid to it in error.

## **Section 3. – Development of Law**

In the event any portion of the California Government Code or federal law changes or is amended to address the transfer of monies between the Union and the District, the parties will reopen this section of the collective bargaining agreement to meet and confer regarding the change in law.

## **Section 4. – Union Access to New Employee Orientation**

The District will provide the Union not less than ten (10) days' notice of the onboarding orientation meeting held between the Human Resources Department representatives and new bargaining unit employees, including date, time, and location of the orientation meeting. If a bargaining unit member's first day of work begins less than ten (10) days after the date the employee is hired, the ten (10) day notice requirement may be reduced, and the District will instead provide as much advanced notice as reasonably possible to the orientation meeting. The District will allow an Amalgamated Transit Union (ATU) Local 1574 unit member representative and/or a ATU Local 1574 outside labor representative to spend up to thirty (30) minutes with the non-Operators at the end of the onboarding orientation and up to forty-five (45) minutes with Bus Operators during the last week of training. No representative of District management will be present during the Union's presentation.

## **ARTICLE 5. CHECK-OFF**

### **Section 1. : Bargaining Unit Member Contact Information**

To the extent required by Government Code Section 3558, the District will provide the Union with a list of names and contact information (listed below if on file) for any newly hired bargaining unit member within thirty (30) days of the date of hire or by the first pay period of the month following hire. The District will also provide the Union a list of all bargaining unit member names and contact information on the last working day of each quarter. The information will include the following information except for any information subject to exclusion pursuant to Government Code Section 6254.3(c):

- Employee name,
- Job title,
- Department,
- Work location,
- Home address, and
- Work, home and personal telephone numbers and personal email addresses on file with the District.

### **Section 2. Union Access to New Employee Orientation**

The District will provide the Union not less than ten (10) days' notice of the onboarding orientation meeting held between the Human Resources Department representatives and new bargaining unit employees, including the date, time, and location of the orientation meeting. If a bargaining unit member's first day of work begins less than ten (10) days after the date the employee is hired, the 10-day notice requirement may be reduced, and the District will instead provide as much advance notice as reasonably possible of the orientation meeting.

The District will allow an Amalgamated Transit Union (ATU) Local 1574 unit member representative and/or a ATU Local 1574 outside labor representative to spend up to forty-five (45) minutes with the new non-Operators at the end of the onboarding orientation and up to forty-five (45) minutes with Bus Operators during the last week of training in order to provide information and materials about the collective bargaining agreement and related matters. No representative of District management will be present during the Union's presentation.

## **ARTICLE 6. UNION REPRESENTATIVES**

Employees of the Union may enter the premises of the District to observe whether the terms and conditions of this Agreement are being adhered to, provided that such activity shall not interfere with or delay the work of the employees of the District.

## **ARTICLE 7. OFFICERS, STEWARDS AND NEGOTIATING COMMITTEE**

### **Section 1. Appointment and Notice of Stewards**

The Union shall have the right to appoint stewards and will notify the District of its selection. The District will grant time off, without pay, to an officer or steward whenever it shall be necessary to conduct Union business. Proper advance notice of such time off shall be given to the immediate supervisor. For any Union business scheduled a week or more in advance, proper notice shall be no less than three (3) days.

### **Section 2. Release Time for Stewards**

The Union may designate alternates to the steward for release time purposes; provided that no more than four (4) Bus Operators and no more than two (2) Maintenance employees are released at any one time.

### **Section 3. Release for Negotiations**

A maximum of three (3) Union Representatives shall be released from work, without pay, in order to attend negotiations pursuant to Article 34, Duration of Agreement.

### **Section 4. No Loss of Seniority**

No employee shall lose seniority by virtue of leave taken pursuant to this Article.

## **ARTICLE 8. NO DISCRIMINATION**

Neither the District nor the Union shall discriminate for or against any employee or applicant for employment on account of race, religion, color, national origin, sexual orientation or sex; nor to the extent provided by law, on account of age or disability.

## **ARTICLE 9. PROBATION PERIOD, DISCIPLINE AND DISCHARGE**

### **Section 1. Probationary Period**

Newly hired employees (other than those who become employees by reason of the exercise of rights under Agreements made pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended) shall be probationary employees for the following time periods:

#### **(a) Bus Operators**

The first ninety (90) calendar days of employment following the successful completion of a training period. The training period will not exceed ten (10) weeks. The District may, in its sole discretion, extend the training period to any length of time, but such extension shall not delay the commencement of an employee's probationary period, except where the training period is extended because of an absence occurring during the first ten (10) weeks of training, in which event the commencement of the probationary period will be delayed by an equivalent period of time. Any part-time Operator who commences employment after July 14, 1986, may, upon advancing to full-time employment, be required to complete additional training and to serve the full-time Operator probationary period, as more fully explained in Article 14, Section 6.

#### **(b) All Other Employees**

The first one hundred and twenty (120) calendar days of employment following the successful completion of a training period.

The probationary period shall be extended by reason of any absence without pay which may occur during the probationary period in an amount of time equal to the length of the absence, and, in the case of Bus Operators, by reason of retraining of up to five (5) working days. No grievance shall be processed by or on behalf of any employee concerning his or her discharge during the probation and training period.

## **Section 2. Discipline or Discharge for Just Cause**

The District shall not discharge or suspend any employee who has completed the required probationary period without just cause. The District shall not issue written warnings or reprimands without just cause. For the purposes of the preceding sentence, written notice to an employee that an accident was deemed preventable shall be deemed to be a written warning or reprimand. Written warnings or reprimands and letters of suspension or discharge shall include facts sufficient to provide notice to the employee of the misconduct or other deficiencies for which the District holds the employee responsible. No warning notice or other disciplinary action short of discharge need be given before any employee is discharged for theft of money or property, falsification of time records, failure to report an accident immediately, abuse or use of drugs, working under the influence of alcohol, gross insubordination or acts of violent, abusive or negligent conduct which threatens or endangers the health or safety of other persons. The District may establish other reasonable rules of conduct applicable to all employees.

## **Section 3. Record Review**

In reviewing an employee's record for purposes of discipline, disciplinary entries older than four years from the date of the event giving rise to the discipline will not be used or considered at any hearing or arbitration to support further charges. The District and arbitrator may only consider the length of service, previous performance appraisals and any commendations for the same four year period.

## **Section 4. Notice to Union and Employee**

The District will notify the employee in writing with a copy to the Union of discipline, suspension or discharge within forty-five days of the District's date of knowledge that the employee engaged in misconduct provided the District has completed its investigation and it has received all information from third parties. The Union or employee shall be given the opportunity, upon request, to examine the contents of an employee's personnel file.

Each employee shall be given the opportunity, upon request, to examine the contents of the personnel file maintained by the District for said employee. No customer complaint shall be made a part of an employee's file until presented to the employee for comment. The employee's response to the



complaint shall also be made a part of the file. Letters of commendation shall be shown to the employee concerned and made a part of the file.

### **Section 5. Use of Video or Other Media for Disciplinary Purposes**

The District may use electronic media evidence as a basis for employee disciplinary action. The District will not initiate the review of electronic media solely for the purpose of looking for employee misconduct. The District will have a legitimate business reason, such as a citizen complaint, law enforcement, accident or reported incident for review of electronic media evidence for disciplinary purposes.

If the date and time of the incident are reported and the incident is found on the media at that date and time, the media may be reviewed forty-five (45) minutes on each side of the time specified. If the date and time of the incident is not reported or not reported accurately, the Employer may review the media in a manner intended to locate the incident. Once the incident is located, the media may be reviewed forty-five (45) minutes before and after the time of the incident.

Criminal conduct, conduct constituting a violation of the California Motor Vehicle Code and conduct violating the District's cell phone usage policy may be reviewed and used for disciplinary purposes irrespective of when or where such conduct appears or is recorded on the electronic media.

## **ARTICLE 10. SENIORITY**

### **Section 1. Employees by Reason of Acquisition**

Employees who have prior continuous service with any transit operation which has been, or is in the future, directly acquired by the District, and who remain in the continuous service of the District after such acquisition, shall retain their most recent date of continuous employment with such predecessor transit operation as their seniority date.

### **Section 2. Newly Hired Employees**

For all new employees other than those employed pursuant to Section 1 above, the seniority date of newly hired employees will be their original date of hire.

### **Section 3. Identical Seniority Dates**

The relative seniority between employees with an identical seniority date shall be determined by date of birth (the oldest being the most senior).

### **Section 4. Seniority Rights**

Seniority shall be observed by classification with regard to all layoffs and recall from layoff, provided, however, the District may require a physical examination at its expense when an employee is recalled from layoff. For purposes of layoff within classification, application of seniority shall be inverse. The District shall give the employee who is to be laid off not less than five (5) days' written notice of layoff or three (3) days' pay in lieu of such notice. In the event of layoff in the Maintenance Department, the employee with the least District seniority within the classification being reduced shall be the first to be displaced but with the exception of Storeskeepers shall have the right to exercise his/her District seniority for any position in the Department in a lower classification for which he/she is qualified. Any mechanic who displaces a lower classified mechanic by virtue of the preceding sentence shall not have his/her pay reduced. A Storeskeeper who is laid off shall have the right to exercise his/her District seniority for any Utility Worker position for which he/she is qualified, and shall likewise not have his/her pay reduced in the event that such displacement occurs. All employees on layoff who retain seniority under this Agreement shall be recalled if able to perform the available work before new employees are hired within their classification.

### **Section 5. Severance Pay**

- (a) Any employee notified of layoff who continues to work as scheduled through the notice period shall be offered severance pay computed as follows: Any employee who has completed one (1) year of service or more shall be paid \$500.00 for each full year of service.
- (b) If the employee wishes to maintain continuity of service and seniority, the employee shall provide the District written notice of the employee's decision to decline severance within three (3) days of the effective date of layoff.

## **Section 6. Loss of Seniority**

Continuity of service and seniority shall be terminated by reason of:

- (a) Resignation.
- (b) Discharge.
- (c) Failure to return to work within fifteen (15) calendar days from the date the notice of recall is mailed by certified mail, return receipt requested, with a copy to the Union.
- (d) Layoff of eighteen (18) months or acceptance of severance pay when laid off.
- (e) Failure to return from (or acceptance of any other employment during) an authorized leave of absence in accordance with the terms of such leave.

## **Section 7. Disability Assignment**

At the request of the employee, employees who have become disabled while in employment by the District and are therefore unable to fill their usual positions shall be given preference for any work the District has that they are qualified and competent to perform. The District shall be the judge of the qualifications and competency of such employees but such judgment may be the subject of grievance in accordance with Article 31.

## **Section 8. Continuation of Seniority**

Seniority shall not be broken and shall continue to accrue to any employee who is granted a leave of absence to serve as an official of the Union or its International Union. Any two (2) such employees who are granted leave to be full-time local union officers shall be permitted to remain on the payroll of the District and shall receive biweekly pay at his or her hourly rate for a forty (40) hour week. Such employees may continue to participate in retirement and health, dental and vision care plans but shall not accrue any other employee benefits provided under this Agreement. The District will deduct the full cost of wages, benefits and all payroll taxes from the dues deductions payable to the Union on a monthly basis and provide a statement to the Union. If dues deductions are insufficient to cover the costs as provided in

this section, the Union shall remit the difference by the 15th day of the following month.

### **Section 9. Seniority List**

The District will provide the Union with seniority lists for Bus operators, Maintenance employees and for each classification within the Maintenance department before each system-wide sign-up. On or before the fifth (5th) of each month, the District will forward to the Union the names, job classifications and dates of employment of new employees and the names of employees who have resigned or who have been terminated.

The District will provide the Union with a list of names and contact information (listed below if on file) for any newly hired bargaining unit member within 30 days of the date of hire or by the first pay period of the month following hire. The District will also provide the Union a list of all bargaining unit members names and information except for any information subject to exclusion pursuant to Government Code Section 6254.3(c):

- Employee name,
- Job title,
- Department,
- Work location,
- Home address, and
- Work, home and personal telephone numbers and personal email addresses on file with the District.

The District will notify the Union when an employee is, or, will be on a leave of absence for 30 or more days. Human Resources will notify the Union when an employee returns to work from a leave of absence.

### **Section 10. Promotion to Supervisory Position**

Seniority shall be retained but shall not continue to accrue during the time an employee is promoted to a supervisory position with the District. An employee accepting promotion or an appointment will have the right to return to the bargaining unit only once. The return must be within two (2) years of the promotion or appointment.

## **Section 11. Seniority Retention Upon Transfer**

In the event an employee transfers from one department to another in the bargaining unit, he/she shall keep all date of hire seniority for the purpose of bidding vacation and floating holidays. The department seniority in the department to which they transfer shall begin on the date of transfer. In the event an employee returns to his/her former department within one (1) year from the date of such transfer, then his former department seniority from which he /she originally transferred will be restored; provided, however, he/she will accrue no department seniority in that department for the period of time he/she was on transfer.

## **ARTICLE 11. PHYSICAL EXAMINATIONS**

### **Section 1. Physical Examinations**

Physical examinations required of employees as a condition of continued employment shall be provided by a physician selected by the District at no expense to the employee. An employee attending a physical examination during scheduled work hours will suffer no loss of pay. No physical examinations will be scheduled on an employee's day off unless the employee so desires.

An employee required to obtain a DMV receipt for their physical examination or an employee required to attend a physical examination with a District selected physician, outside of scheduled work hours, will receive a total of one (1) hour of pay. In order to receive the one (1) hour of pay for obtaining a DMV receipt, the employee must submit the receipt to the District before expiration of the medical certification.

### **Section 2. License Renewal**

Any employee required as a condition of employment to possess a Class A or B commercial driver's license, a Passenger Transport Endorsement and a Verification of Transit Training Certificate shall be reimbursed by the District. The stipend or allowance will be given to the employee to be effective January 1 of the year the license is to be renewed, based upon the difference in cost between the license(s) and endorsements referenced above and a regular driver's license. If the employee leaves employment

before license renewal, the employee will sign an authorization for the District to withhold the monies paid from the employee's final paycheck.

### **Section 3. District Assessments of Employee Fitness for Duty**

If, pursuant to this Article or any other provision of the Agreement, the District removes an employee from work or instructs an employee not to return to work for any period based on an assessment by the District (or by a physician selected by the District) that the employee is not or may not be fit for duty; and if the employee thereafter returns to work based on a determination that the assessment was incorrect (i.e., the employee was fit for duty); then the period during which the employee was unable to work due to the incorrect assessment shall not constitute "illness" under Article 17 of the Agreement or "leave" under Article 18 of the Agreement, and the employee shall suffer no loss of pay or benefits as the result of being removed from work or instructed not to return to work by the District.

## **ARTICLE 12. PAYROLL PERIOD, DEDUCTIONS AND SHORTAGES**

Employees shall be paid biweekly. Check stubs shall itemize all deductions from the employee's pay. In the event an employee is shorted on a paycheck and the shortage is \$100 or less, the shortage shall be included on the employee's paycheck on the next normally scheduled pay date after the shortage has been verified by the District. If the shortage is more than \$100, then the shortage shall be paid via a manual check to the employee within two (2) accounting workdays after verification of the shortage by the District. In the event an overpayment is made in error, the District will notify the employee and the Union in writing, and the overpayment shall be deducted from the employee's paycheck within fourteen (14) calendar days following the discovery of such overpayment by the District.

## **ARTICLE 13. HOURS OF WORK**

### **Section 1. Workday and Workweek**

All full-time regular run operators shall be guaranteed a minimum of eight (8) hours of pay per day, five (5) days per week, provided they are available and work as assigned. The workweek is defined as beginning on Sunday and ending on Saturday. Regular run operators who work on a scheduled day

off, during an unpaid split, or before or after their regular runs shall be paid time and one-half the straight-time rate for all such hours worked. In addition, overtime at time and one-half of the straight-time rate shall be paid for all time actually worked in excess of forty (40) hours per week or in excess of eight (8) hours per day.

## **Section 2. Scheduled Runs and Overtime**

At least seventy-five percent (75%) of vehicle hours covered by this Agreement shall be included in regular runs for full-time Operators. No regular run shall exceed thirteen (13) hours exclusive of check-in and turn-in. Effective June, 2012 system-wide bid no regular run shall exceed thirteen (13) hours exclusive of turn-in. At least fifteen percent (15%) of regular runs shall have a spread of no more than nine (9) hours, exclusive of check-in and turn-in.

Any regular run with a spread time of ten (10) hours or more, exclusive of check-in and turn-in, shall pay a minimum of eight (8) hours at straight-time for the ten (10) hour spread and shall, in addition, pay at the rate of time and one-half the straight-time rate for all time in excess of the ten (10) hour spread, exclusive of check-in and turn-in. There shall be no pyramiding of premiums or guarantees. Effective with the June, 2012 system-wide bid each full-time run shall have no more than one unpaid break not in excess of two hours.

## **Section 3. Check-In and Turn-In Time**

All scheduled runs shall have a fifteen (15) minute check-in time and a five (5) minute turn-in time to be compensated at the applicable rate.

## **Section 4. Consecutive Days Off**

The District agrees that one hundred percent (100%) of regular run operators will have consecutive days off.

## **Section 5. Transportation - Starting and Ending Point**

Employees shall end their days' work at the same base of operation from which they started that day, and shall be furnished with transportation to and from any relief point away from the base of operation.

## Section 6. Meal Periods and Rest Breaks

- (a) The provisions of this section have been negotiated to establish run structure standards to provide operators reasonable opportunity to have meal and rest breaks without undue inefficiency or inconvenience to passengers. They are intended to be in lieu of any standards regulating meal or rest breaks that may be enacted by the Industrial Welfare Commission or any other law or regulation. In the event any such law or regulation becomes applicable to the District's operators, the provisions of the Section 6 b, shall become null and void.
- (b) Effective with the February 2003 sign-up, the following provisions shall become effective:
  - (i) Each run that spreads over six (6) hours shall have at least one 30-minute break that will begin no sooner than three (3) hours, but no later than five and a half (5 ½) hours, after the report time. Each part-time run that spreads over six (6) hours shall have at least one 30-minute meal period that will begin no sooner than three (3) hours, but no later than four (4) hours, after the check-in period.
  - (ii) Each run that spreads over six (6) hours will have a rest break of not less than fifteen (15) minutes every three and one half (3 ½) hours of work.
  - (iii) Seventy-five percent (75%) of those runs required to have a spread of no more than nine (9) hours, exclusive of check-in and turn-in (see section 2 above), shall have Saturday-Sunday off and fifty percent (50%) of them shall start before 8:00 a.m. Effective with the June 2012 system-wide bid, delete the requirement that 'fifty percent of them shall start before 8:00 a.m.'
  - (iv) Effective with the January 2012 system-wide bid meal periods and rest breaks will be identified on the paddles.
- (c) The District will establish a Rest Break and Meal Period Review Task Force. The Task Force will receive, investigate and resolve complaints involving chronic loss of contractual rest breaks and meal periods. The Task Force shall consist of a representative



from Scheduling, one from Bus Transportation and two representatives from the Union. The Director, Bus Transportation will make the final determination of any disputes not resolved by the Task Force. The Director's resolution of disputed break/meal loss claims is subject to the Accelerated Arbitration procedure. This section applies to runs assigned to the extra board per its terms.

- (d) Any disputes concerning the meal period and rest break provisions of Section 6 may, once internal procedures are exhausted, be referred to the Accelerated Arbitration procedure. The Arbitrator, under Article 13, Section 6 (c), may retain jurisdiction in the event of a claim of noncompliance with an award and may assess such awards and/or penalties as the Arbitrator deems necessary to enforce an award. An Arbitrator may not require the District to modify any aspect of service other than to require appropriate meal/rest period to be incorporated into the service.

## **ARTICLE 14. PART-TIME EMPLOYEES**

### **Section 1. Work Assignments**

A part-time Operator shall only be allowed to work that work which is his or her normal assignment except when assigned work for Special Service under Article 25, Section 4(f)(i)(5) and (6). This assignment cannot exceed thirty (30) hours and twenty-five (25) minutes of paid time a week and shall be assigned in accordance with sign-up procedures established for full-time operators pursuant to Article 25. A part-time assignment shall only be bid by a part-time Operator. The District shall post a number of assignments for part-time operators, which shall not exceed the number of part-time operators employed, including temporary vacancies.

### **Section 2. Hiring Percentage**

The District may hire part-time operators not to exceed a total of seventeen percent (17%) of all operators, including part-time operators.

### **Section 3. Benefits**

Part-time operators shall be covered under the applicable sections of this Agreement unless otherwise provided or unless the context suggests otherwise. Part-time operators shall receive and accumulate fifty percent (50%) of the following fringe benefits: paid time off, jury duty pay, holiday pay, health plan, dental and vision plans; part-time operators shall participate in the pension program of the District.

### **Section 4. Days Off; Report Pay**

No part-time run shall exceed thirteen (13) hours, exclusive of check-in and turn-in. Part-time employees shall be given at least two (2) consecutive days off each week and, upon reporting to work as scheduled, shall receive a minimum of four (4) hours' pay. Each part-time run shall have no more than one unpaid break not in excess of one-and one-half (1 1/2) hour.

### **Section 5. Seniority**

There will be a separate seniority list for part-time operators and selection of assignments by part-time operators shall be made in order of seniority.

A part-time Operator who commences work subsequent to March 1, 1980, and who thereafter applies and is accepted for employment as a full-time Operator shall accrue service or seniority as a full-time Operator only from the date of his or her hire as a full-time Operator. No full-time Operator will be laid off while any part-time Operator is employed. The District may maintain a part-time Operator workforce of seventeen percent (17%) of all operators. All part-time Operators will be notified of their layoff before any full-time Operator is notified.

In the event of a layoff, all part-time Operators will be laid off before any full-time Operators are laid off, based upon their classification seniority. Laid off Operators may: 1) accept the layoff and be placed on a recall list, 2) accept a part-time Operator position or; 3) accept severance.

Full-time Operators not accepting severance will be placed upon a recall list for full-time Operators and recalled to full-time Operator positions according to their full-time classification seniority. All full-time Operators on the recall list will be called back before calling back any part-time Operators from that recall list.

Laid off part-time Operators not accepting severance will be placed on a recall list for part-time Operators and recalled to part-time Operator positions according to their part-time Operator classification seniority.

## **Section 6. Full-Time Vacancies**

Part-time operators who apply for full-time vacancies shall be given preference for such employment in order of seniority over non-employee applicants for employment. Any part-time Operator who does not accept the District's offer of full-time employment shall have no seniority rights as set forth in Article 10.

Part-time Operators commencing employment may, upon advancing to full-time employment, be required to serve the full-time probationary period, during which they may be required to complete additional training.

Failure to pass the full-time probationary period will result in return to part-time status, which return shall not be subject to review under the Agreement. Part-time seniority will be adjusted to delete time worked as a full-time employee. Upon request, the District will advise the Operator in writing of the reason or reasons for the Operator's failure to pass the full-time probationary period so that the Operator may know how to improve his/her prospects for future advancement. Under no circumstances will the reason or reasons specified by the District be subject to review under the Agreement.

Part-time Operators may not exercise the right to advance to full-time employment more than once in any twelve (12) month period or twice overall.

## **Section 7. No Dual Employment**

No part-time Operator shall be employed who holds other employment requiring at least thirty-five (35) hours per week during any period of regular assignment, nor shall any such part-time Operator be employed during his or her vacation from another full-time position.

## **Section 8. Compensation**

Part-time operators shall be paid at the same hourly wage rates as full-time operators subject to the hiring progression.

## **Section 9. Meal Periods and Rest Breaks**

Meal periods and rest breaks set forth in Article 13, Section 6 of this Agreement shall apply to part-time runs.

## **ARTICLE 15. BUS OPERATOR TRAINERS, TRAINING AND INSTRUCTION PAY**

Bus Operators participating in the Bus Operator Trainer Program will receive additional compensation as set forth below on each day they are on assignment by the Transit Operations Training Department. Bus Operator Trainers may perform classroom instruction or other training assignments. Bus Operator Trainers will be assigned for full days, except for service coverage emergencies.

On January 1<sup>st</sup> of each year the District may appoint up to eleven (11) Operators to work as Bus Operator Trainers. The Bus Operator Trainers may work up to eight thousand two hundred and fifty hours (8250) per calendar year. The District will be the sole judge of the qualifications necessary to participate in or be removed from the Bus Operator Trainer Program. Each Bus Operator on the list may be assigned up to seven hundred and fifty (750) hours of work as a Bus Operator Trainer per calendar year.

If requested, the Training Department will provide the Union a report showing the remaining hours for each Bus Operator Trainer for any day they are assigned and work as a Bus Operator Trainer. Bus Operators will receive sixteen (16) dollars for any day they are assigned and work as a Bus Operator Trainer. Bus Operators who work less than a full day as a Bus Operator Trainer due to service coverage emergency will receive the sixteen (16) dollars per day Bus Operator Trainer pay plus their run pay or pay for the actual hours worked, whichever is greater.

Bus Operator Trainers must accurately complete reports as required by the District.

## **ARTICLE 16. HOLIDAYS**

### **Section 1. Holidays Observed**

All full-time employees shall be entitled to the following paid holidays observed by the District:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (Third Monday in January)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)

Any holiday which falls on a Saturday will be observed and paid by the District on the preceding Friday. Any holiday which falls on Sunday shall be observed and paid by the District on the following Monday. Holiday means the day the holiday is observed.

### **Section 2. Qualifications and Pay for Holidays**

All employees who qualify for pay on these holidays shall receive eight (8) hours pay at straight-time rates even though no work shall be required of them. In order to qualify for such paid holidays, the employee must be on active pay status or must report for work on both the last regular working day immediately preceding the holiday and on the first regular working day following the holiday. Unless the employee so reports, he/she shall receive no pay for such holiday. An employee who receives a miss-out and, within two hours, reports in person to the appropriate supervisor of record and is released on the day before or the day after the holiday must use eight (8) hours of PTO on the day of the miss-out to be eligible for holiday pay.

Employees who work on the day a holiday is observed shall receive their regular rate of pay that day, plus eight (8) hours of holiday pay at straight-time. Any paid hours in excess of eight (8) shall be paid at double-time. An employee who fails to report for scheduled work on any such holiday shall receive no pay.

Any employee on paid time off on any of the paid holiday set forth above shall have the day paid as a holiday and such day shall not be charged against the employee's accumulated paid time off.

### **Section 3. Floating Holidays**

Each full-time employee who has completed the probationary period during or before the first calendar quarter of any calendar year shall be entitled to four (4) floating holidays to be scheduled and bid in the same manner as vacation during the calendar year. Full-time employees who do not complete the probationary period until the second calendar quarter shall be entitled to three (3) floating holidays for that calendar year. Full-time employees who do not complete the probationary period until the third calendar quarter shall be entitled to two (2) floating holidays for that calendar year. Newly hired employees who complete the probationary period in the last calendar quarter shall not be entitled to floating holidays for that calendar year. Each employee who has one or more years of seniority at the time of the sign-up shall be entitled to a fifth (5th) floating holiday.

## **ARTICLE 17. PAID TIME OFF (PTO)**

### **Section 1. Accumulation of Paid Time Off**

Employees shall earn and accumulate Paid Time Off at the rate of 6.5 hours per biweekly pay period of paid employment up to a maximum accumulation of one hundred (100) days. After five (5) years of continuous service (Seniority), employees shall begin to, and thereafter shall, earn and accumulate Paid Time Off at the rate of 8.75 hours per biweekly pay period of paid employment up to a maximum accumulation of one hundred thirty (130) days. After fifteen (15) years of continuous service, employees shall begin to, and thereafter shall, earn and accumulate Paid Time Off at the rate of 10.50 hours per biweekly pay period of paid employment up to a maximum accumulation of one hundred fifty-five (155) days. After twenty-five (25) years of continuous service, employees shall begin to, and thereafter shall, earn and accumulate Paid Time Off at the rate of 11.50 hours per biweekly pay period of paid employment up to a maximum accumulation of one hundred eighty (180) days. Employees who receive no wages or Paid Time Off from the District for an entire biweekly pay period or who has been on leave in excess of seventy (70) days will not accrue Paid Time Off for that pay period.

| <b>Years of Service</b> | <b>Biweekly Accrual</b> | <b>Max Accumulation</b> |
|-------------------------|-------------------------|-------------------------|
| 0 up to 5               | 6.50 hours              | 100 days (800 hrs)      |
| 5 up to 15              | 8.75 hours              | 130 days (1040 hrs)     |
| 15 up to 25             | 10.50 hours             | 155 days (1240 hrs)     |
| 25 and over             | 11.50 hours             | 180 days (1440 hrs)     |

## **Section 2. Use of Paid Time Off**

Employees must use PTO or Floating Holidays for all time off. Paid Time Off shall be used for vacations, illness of the employee, bereavement leave, and all other time away from work, subject to the following rules and regulations.

### **(a) New Employees**

Newly hired employees may not utilize Paid Time Off until the completion of their training and probationary period.

### **(b) Vacations**

Paid Time Off to be used for vacations will be scheduled by the District in conjunction with the system-wide bids. Seniority shall control in the selection of vacation periods. Employees will not be allowed to schedule more vacation time off than they will have earned in Paid Time Off at the time of the vacation. The District may decline to approve vacation schedules of less than five (5) consecutive working days. Requests for additional Paid Time Off to be used for vacation submitted after vacation schedules are established shall be answered by the District within seven (7) days of submission of the request.

### **(c) Bereavement**

In the event of bereavement, employees must personally notify a supervisor on duty at their place of work of their unavailability for work. No payment will be made for the time lost prior to receipt of such notice by the District. Bereavement leave shall be limited to a death in the employee's close family and shall not exceed five (5) consecutive calendar days. The employee's "close family" is limited to the employee's spouse, domestic partner (as defined in Article 20), children of either spouse or domestic partner, grandchildren of either spouse or domestic partner, parents, or brothers and sisters of either spouse or

domestic partner, and natural grandparents of either spouse or domestic partner. Additional time off to be taken in conjunction with, or as an extension of, bereavement leave is subject to the District's approval.

**(d) Illness or Injury**

In the event of illness or injury, employees must personally notify a supervisor of record as directed by the District (or such other method of notification as may be hereafter established by the District) at least ninety (90) minutes for Bus Operators and at least sixty (60) minutes for Maintenance employees prior to their regular starting time of their unavailability for work and no payment for time lost will be made unless such notice is received by the District. The District will supplement any State Disability Insurance or Workers' Compensation to which the employee is entitled, up to a full day's pay, from the employee's accumulated Paid Time Off. Use of Paid Time Off for illness or injury of the employee in excess of two (2) consecutive workdays may be subject to the requirement by the District of reasonable proof of illness. All Operators off sick must notify the Dispatcher by 3:00 p.m. in order to return to work the next day. Operators dropping sick after 3:00 p.m. shall be expected to return to work the next day; an Operator unable to return the next day must call in at least ninety (90) minutes before his/her scheduled report time.

**(e) Other Uses of Paid Time Off**

All time off for reasons other than those set forth in paragraphs b, c and d above, including that for vacations not scheduled by the end of the selection process set forth in this Agreement, must be authorized in advance, in writing, by the District.

**(f) Pay-Out to Terminated Employees**

Employees whose employment with the District is terminated shall be paid in full for any accrued and unused Paid Time Off.

**(g) Accounting and Reporting**

The District shall implement a method of accounting and reporting accumulated Paid Time Off for each employee.



**(h) PTO Sell Back Program**

Until April 23, 2022, Employees may elect to sell back PTO once per calendar year. To be eligible the employee must have utilized at least 80 hours of PTO for vacation in the 26 pay periods preceding the request. Program participants must maintain a balance of 240 hours of PTO. PTO Sell Back request forms may be obtained from Human Resources or on the Depot.

PTO will be paid at the actual wage rate in effect at the time of sell-back. Payment of PTO under the sell-back program is taxable income and will be reported as such on the employee's W2. If the employee is not sure how this payment will impact their personal tax situation, they should seek advice of a tax professional. PTO sold under the program is not subject to PERS withholding or counted as wages for retirement calculation purposes.

PTO sell-back payments will be processed by the Payroll Department along with the normal biweekly payroll. No manual or off-cycle checks will be issued. PTO sell-back requests received by the Payroll Department before the end of the current pay period will be processed and if eligibility is verified payment will be included on the scheduled pay date for that period.

PTO sell back payments, if determined to be allowable by the IRS, can be contributed to the employee's IRC 115 Retiree Medical Reimbursement Trust account to be used for post-retirement medical expenses or into the employees' 457 plan.

**(i) Irrevocable Election to Cash-out PTO in the Following Calendar Year**

Employees may make an irrevocable election to cash-out PTO that will accrue in the following calendar year. In December of each year, employees may make an irrevocable election to cash-out PTO that will accrue in the next calendar year. The employee may elect to cash out all or a portion of the PTO that they will accrue. The irrevocable election must be made on a form provided by the District and the form must be delivered to payroll department on or before the final workday in the calendar year

prior to the cash-out. The amount of PTO that may be cashed out is limited to the amount of PTO the employee will otherwise accrue in the following calendar year. An employee may only receive the cash out after the PTO has actually accrued. So, for example, if the employee irrevocably elects to cash-out one half of their annual accrual, the employee will not receive the PTO cash out until at least July of the following year when the PTO has accrued. All elections are irrevocable and cannot be modified, changed or rescinded after the last day of the calendar year in which the election form is received by the District. The PTO will be cashed-out at the wage rate in effect at the time the employee receives the cash-out.

## **ARTICLE 18. LEAVES OF ABSENCE**

### **Section 1. Types of Leave and When Initiated**

Leaves of absence, with or without pay, may be requested in writing on forms furnished by the District and shall be granted in writing only under the circumstances and subject to the limitations provided by this Article. The leave begins whenever the employee is unable to work (regardless of pay status) for one of the reasons identified in this Article. If an employee, who has been on leave as provided by Section 1(b) or 1(d) of this Article, for a continuous period of more than ninety (90) calendar days returns to work for less than thirty (30) calendar days, the leave of absence will be deemed to be continuous for purposes of any maximum limitation on the duration of the leave.

#### **(a) Job-Related Injury or Illness**

An employee who is unable to work by reason of any illness or injury which is determined to be job-related and for which the employee receives workers' compensation benefits shall be eligible for a leave of absence with or without pay. The employee must present medical evidence of fitness to perform the essential functions of his or her job in order to be eligible to return to work.

**(b) Non-Job-Related Injury or Illness**

An employee who is unable to work by reason of any illness or injury which is not job-related as defined in (a) above, shall be eligible for a leave of absence with or without pay for a period of up to twelve (12) months. The District may require medical evidence of the need for the leave and of the employee's fitness to perform the essential functions of his or her job before the employee is permitted to return to work.

**(c) Leaves According to Law**

The District provides pregnancy disability leave, family and medical leave, and military leave in accordance with and as required by applicable law.

**(d) All Other Leaves of Absence**

All other leaves of absence with or without pay shall be deemed leaves for personal reasons and will be granted or denied at the discretion of the District except that the District shall grant leaves for up to two (2) employees designated by the Union to permit them to serve as full-time Union officers.

**(e) Family Leave**

The District will comply with State and Federal Family leave Laws.

**Section 2. Pay During Leave**

The employee's entitlement to pay during any leave provided in this Article will depend upon the availability of Paid Time Off, temporary disability pay under Workers' Compensation, or State Disability Insurance. Whether the employee continues in pay status or receives pay supplementation from one or more of these sources does not extend or reduce the maximum amount of leave to which an employee is entitled under any part of this Article. (Employees on military leave shall be compensated in a manner and to the extent provided in the military leave policy applicable to all District employees.)

### **Section 3. Continuation of Benefits**

Employees who are on leave of absence as provided by Section 1(d) above, shall be allowed to continue their health and dental benefits by making the entire contribution during such leave. Full-time employees who are on leave of absence as provided by Section 1(a) above shall have their health and dental coverage continue for the first six (6) months of such leave by making their regular contribution and thereafter shall be allowed to continue their health and dental coverage by making the entire contribution for the remainder of the leave. Full-time employees who are on a leave of absence as provided by Section 1(b) above shall have their health and dental coverage continue for the first four (4) months of such leave by making their regular contribution and thereafter shall be allowed to continue their health and dental coverage by making the entire contribution for the remainder of the leave. Part-time employees who are on leave of absence as provided by Section 1(a) above shall be allowed to continue their health and dental coverage by making their regular contribution for the first six (6) months of such leave and by making the entire contribution for the remainder of the leave. Part-time employees who are on leave of absence as provided by Section 1(b) above shall be allowed to continue their health and dental coverage by making their regular contribution for the first four (4) months of such leave and by making the entire contribution for the remainder of the leave. Employees who are on leave under Section 1(c) above shall be entitled to continue health and dental coverage either at their own expense or as otherwise required by law for the duration of the leave. (Employees on military leave shall be compensated in a manner and to the extent provided in the military leave policy applicable to all District employees.)

### **ARTICLE 19. WORKERS' COMPENSATION; STATE DISABILITY AND UNEMPLOYMENT INSURANCE; AND FELONIOUS ASSAULT INSURANCE**

All employees are covered by Workers' Compensation, State Disability Insurance and Unemployment Insurance. In addition to the foregoing, the District shall continue the daily compensation of an employee entitled to collect Workers' Compensation for the day of injury and for the remainder of any Workers' Compensation waiting period which paid time shall be charged against the employee's accumulated Paid Time Off. Once a claim has been determined to be compensable (accepted by the District's Third Party

Administrator) the employee may inform the District in writing that going forward he/she elects to no longer supplement the Workers' Compensation benefit with PTO. Employees who lose time to keep follow-up medical appointments required because of on-the-job injuries for which they are entitled to Workers' Compensation benefits shall be permitted to receive normal earnings which shall be charged to the employee's Paid Time Off.

The District shall provide felonious assault insurance for Bus Operators in the maximum amount of \$50,000.

## **ARTICLE 20. BENEFITS**

If, during the term of this Agreement only, the District makes improvements to the pension or medical benefits of the non-represented employees, the members of this bargaining unit will receive the same improvements.

### **Section 1. Medical Benefits**

The District has established a PERS cafeteria plan for all full-time employees that includes an employer contribution, an employee cafeteria benefit contribution and a benefit called Extended Illness Benefit. Beginning with premiums for January, 2012, there will be a fixed employer contribution, an employee cafeteria benefit contribution and an employee contribution. The District's fixed employer contribution to monthly medical premiums, the full-time employee contribution and the employee's cafeteria benefit for 2022 are listed below.

| 2022 Full-Time Coverage Level                                      | Plan Code | Full Monthly Premiums | District Contribution | Cafeteria Employee Benefit | Monthly Employee Deductions (Pre-tax) |
|--|-----------|-----------------------|-----------------------|----------------------------|---------------------------------------|
| <b>Anthem HMO Select - Bay Area</b>                                |           |                       |                       |                            |                                       |
| Employee Only  | 5061      | \$ 1,015.81           | \$ 476.48             | \$ 437.75                  | \$ 101.58                             |
| Employee Plus One  | 5062      | \$ 2,031.62           | \$ 952.97             | \$ 875.49                  | \$ 203.16                             |
| Employee Plus Family   | 5063      | \$ 2,641.11           | \$ 1,238.86           | \$ 1,138.14                | \$ 264.11                             |
| <b>Anthem HMO Traditional - Bay Area</b>                           |           |                       |                       |                            |                                       |
| Employee Only  | 5091      | \$ 1,304.00           | \$ 476.48             | \$ 697.12                  | \$ 130.40                             |
| Employee Plus One  | 5092      | \$ 2,608.00           | \$ 952.97             | \$ 1,394.23                | \$ 260.80                             |
| Employee Plus Family   | 5093      | \$ 3,390.40           | \$ 1,238.86           | \$ 1,812.50                | \$ 339.04                             |
| <b>Blue Shield Access+ HMO - Bay Area</b>                          |           |                       |                       |                            |                                       |
| Employee Only  | 5251      | \$ 1,116.01           | \$ 476.48             | \$ 527.93                  | \$ 111.60                             |
| Employee Plus One  | 5252      | \$ 2,232.02           | \$ 952.97             | \$ 1,055.85                | \$ 223.20                             |
| Employee Plus Family   | 5253      | \$ 2,901.63           | \$ 1,238.86           | \$ 1,372.61                | \$ 290.16                             |
| <b>HealthNet Smart Care - Bay Area</b>                             |           |                       |                       |                            |                                       |
| Employee Only  | 5281      | \$ 1,153.00           | \$ 476.48             | \$ 561.22                  | \$ 115.30                             |
| Employee Plus One  | 5282      | \$ 2,306.00           | \$ 952.97             | \$ 1,122.43                | \$ 230.60                             |
| Employee Plus Family   | 5283      | \$ 2,997.80           | \$ 1,238.86           | \$ 1,459.16                | \$ 299.78                             |
| <b>Kaiser HMO - Bay Area</b>                                       |           |                       |                       |                            |                                       |
| Employee Only  | 5331      | \$ 857.06             | \$ 432.06             | \$ 339.29                  | \$ 85.71                              |
| Employee Plus One  | 5332      | \$ 1,714.12           | \$ 864.11             | \$ 678.60                  | \$ 171.41                             |
| Employee Plus Family   | 5333      | \$ 2,228.36           | \$ 1,123.34           | \$ 882.18                  | \$ 222.84                             |
| <b>PERS Platinum (formerly known as PERS Choice and PERS Care)</b> |           |                       |                       |                            |                                       |
| Employee Only  | 5481      | \$ 1,057.01           | \$ 476.48             | \$ 474.83                  | \$ 105.70                             |
| Employee Plus One  | 5482      | \$ 2,114.02           | \$ 952.97             | \$ 949.65                  | \$ 211.40                             |
| Employee Plus Family   | 5483      | \$ 2,748.23           | \$ 1,238.86           | \$ 1,234.55                | \$ 274.82                             |
| <b>PERS Gold (Formerly known as PERS Select)</b>                   |           |                       |                       |                            |                                       |
| Employee Only  | 5661      | \$ 701.23             | \$ 476.48             | \$ 154.63                  | \$ 70.12                              |
| Employee Plus One  | 5662      | \$ 1,402.46           | \$ 952.97             | \$ 309.24                  | \$ 140.25                             |
| Employee Plus Family   | 5663      | \$ 1,823.20           | \$ 1,238.86           | \$ 402.02                  | \$ 182.32                             |
| <b>Western Health Advantage</b>                                    |           |                       |                       |                            |                                       |
| Employee Only  | 5911      | \$ 741.26             | \$ 476.48             | \$ 190.65                  | \$ 74.13                              |
| Employee Plus One  | 5912      | \$ 1,482.52           | \$ 952.97             | \$ 381.30                  | \$ 148.25                             |
| Employee Plus Family   | 5913      | \$ 1,927.28           | \$ 1,238.86           | \$ 495.69                  | \$ 192.73                             |

The amount of the District's fixed employer contribution to PERS medical premiums will not increase in any subsequent year above the dollar amount listed above. The full-time employee contribution will be ten percent (10%) of the premium in each coverage level.

Once PERS medical coverage levels and Cafeteria Plan Benefit options are selected during the open enrollment period, those selections may only be changed under circumstances permitted by PERS and the terms of the Cafeteria Plan Benefit respectively. The District's obligation to pay a portion of the retirees' medical insurance premium is capped at the employer premium contribution rates listed above for active employees.

The amount of the District's Cafeteria Plan Benefit for each employee is determined by the employee's eligibility for and the employee's selection of a medical insurance coverage level under PERS. The District's Cafeteria Plan Benefit is included as part of the employee portion of the premium

payment to PERS. In January 2014, the District will contribute to the employee's Cafeteria Plan Benefit in an amount that when added to the employer's fixed premium contribution will equal 90% of the PERS Bay Area HMO plan premiums. The Cafeteria Plan Benefit must be applied to the medical insurance premium.

If the PERS premium for the selected coverage exceeds the sum of the District's fixed employer contribution, the Cafeteria Plan Benefit and the employee direct contribution, the excess amount will be automatically withheld by the District from the employee's salary to pay the premium to PERS. No portion of the District's Cafeteria Plan Benefit will be payable in cash to any employee participating in PERS.

**(a) Annual Medical Premium Increases and Increases to Cafeteria Plan Benefit**

Annual increases to the PERS medical insurance premiums in subsequent years will not be paid by the District as an employer premium contribution to PERS. Annual increases to the medical insurance premiums for Bay Area HMO plans will result in the following adjustments to the District's Cafeteria Plan Benefit. The District will increase the dollar amount of its Cafeteria Plan Benefit so that the Cafeteria Plan Benefit is increased to an amount that when added to the fixed employer contribution and the employee direct contribution equals 100% for the Bay Area HMO premium for the selected coverage level.

Employees who select a medical insurance plan other than a Bay Area HMO (i.e. a plan more expensive than a Bay Area HMO) will receive a Cafeteria Plan Benefit equal to the benefit received by employees who have selected the same coverage level in the highest cost Bay Area HMO.

**(b) The Cafeteria Plan Extended Illness Benefit and Cash-out**

An employee who is eligible but who elects not to participate in a PERS medical (must satisfy PERS eligibility to waiver coverage) will receive a monthly Cafeteria Plan benefit of two hundred dollars (\$200.00) that may be used only to purchase the Cafeteria Plan Extended Illness Benefit. The Extended Illness Benefit is a separate plan not part of the District's PTO program.

The Extended Illness Benefit cannot be used unless and until an employee has exhausted all accrued PTO. The Extended Illness Benefit may only be used by an employee who is on an approved leave of absence pursuant to FMLA, California's Family Right Act ("CFRA") or the Pregnancy Disability Act ("PDA") and who has used all accrued PTO. Extended Illness Benefit dollars will be converted to hours available under the Extended Illness Benefit and is determined by dividing the applicable straight time hourly rate, then in effect for the employee, into the dollar amount then available to the employee as the Extended Illness Benefit.

Extended Illness Benefit cannot be carried over to the next calendar year. All unused Extended Illness Benefit must be cashed out on the final pay date in the calendar year in which the benefit is earned. The payout will be subject to all applicable tax withholdings and to the standard payroll deductions previously authorized by the employee. The maximum annual gross amount due to the employee on the final pay date in December is twenty-four hundred dollars (\$2,400.00).

**(c) Retiree Medical Reimbursement Trust**

The District will establish a retiree medical reimbursement trust under the Internal Revenue Code, Section 115 for active employees to make tax exempt payroll contributions. Every employee must contribute fifty dollars (\$50) per month (approximately \$23.08 per pay period.) to the retiree medical reimbursement trust. These funds can only be used upon retirement for the IRC deductible expenses (premium contributions and unreimbursed medical expenses including prescription or additional co-pays).

**(d) Retiree Medical Review Committee**

The District will establish a Retiree Medical Review Committee with the purpose of reviewing the funding for the long term liability of post-employment retirement medical benefits. Consistent with the Board Resolution, the current annual contribution by the District is \$200,000 per year and will increase by that amount each year until the long term liability is properly funded. The amortization period for the fund is thirty (30) years. The fund



shall have an actuarial study done at least every two years. There will be two members appointed by each party who sit as members on the committee.

**(e) Hold Harmless**

The District will hold harmless and defend the Union should any employee or retiree of the District file a lawsuit concerning the provisions of this Article. The District will select counsel and provide the defense. If the Union decides to retain its own counsel to participate in the defense it shall be at its own expense.

**(f) Universal Healthcare**

Should, as a result of legislation from the State of California or the Federal Government, there be created a form of universal health care coverage this section of the CBA will be subject to renegotiations if the terms of this Article are impacted by this legislation.

**Section 2. Vision Benefits**

The District shall maintain the present vision plan with benefits equivalent to Vision Service Plan A, twenty dollar (\$20.00) deductible plan through

September 31, 1995. Effective October 1, 1995, the District shall increase benefits to a level equivalent to Vision Service Plan B, twenty dollar (\$20.00) deductible plan.

The District reserves the right to change carriers provided, however, that any change in carriers shall not affect a reduction in the vision benefits agreed to by the parties for the duration of this Agreement.

**Section 3. Dental Benefits**

The District shall maintain the present orthodontia coverage on a fifty percent (50%) co-payment basis with a lifetime maximum of \$1,500.00 per covered individual for the duration of the Agreement. Effective August 1, 1996, the District will improve dental benefits to waive the deductible for diagnostic and preventive services and to increase the benefits levels (orthodontia excepted) to eighty percent (80%). The District reserves the right to change

carriers provided, however, that any change in carriers shall not affect a reduction in the dental benefits agreed to by the parties for the duration of this Agreement.

#### **Section 4. Domestic Partner**

##### **(a) Definition of Domestic Partner**

A “Domestic Partner” is the partner of an employee sharing a long-term committed relationship of indefinite duration with the following characteristics:

- (i) The partners have lived together for at least six (6) months.
- (ii) The partners have an exclusive mutual commitment similar to that of marriage.
- (iii) The partners are financially responsible for each other’s well-being and debts to third parties. This means they have entered into a contractual commitment for that financial responsibility or have joint ownership of significant assets (such as a home, car, bank accounts) and joint liability for debts (such as a mortgage and major credit cards).
- (iv) Neither partner is married to anyone else nor has another domestic partner.
- (v) Partners are not related by blood closer than would bar marriage in the State of California.

##### **(b) Eligibility for Benefits**

An employee may include a domestic partner in the District’s dental and vision plans and for such other benefits as explicitly authorized in this Agreement. To be eligible for any such benefits, the employee and his or her domestic partner must execute a Declaration of Domestic Partnership on a form provided by the District and such other forms and enrolling documents as the District or any plan may require.

**(c) Tax Consequences and Other Liability**

Including a domestic partner in such plan(s) is likely to require an increase in the employee's taxable income by imputing income to the employee. Employees may be held liable for any services provided to ineligible individuals and are responsible for reporting to the District in writing any termination of a domestic partnership. In addition, income to the employee will continue to be imputed to the employee for domestic partner coverage unless or until the employee notifies the District in writing that he or she wishes to terminate such coverage.

**Section 5. Retirement Benefits**

**(a) Employer Paid Member Contribution**

Effective September 22, 2002, the District shall increase the Employer Paid Member Contribution (EPMC) in the amount of five and one-half percent (5.5%) so that the District will pay the entire seven percent (7%) employee/member contribution.

As soon as the District is able to process the change with PERS, employees will pay 2% of the employee contribution to the PERS retirement system.

Effective July 1, 2012, employees will pay an additional 2% of the employee contribution to the PERS retirement system.

Effective June 30, 2013, employees will pay an additional 1% of the employee contribution to the PERS retirement system.

Effective June 26, 2016, employees will pay an additional 1% of the employee contribution to the PERS retirement system.

**(b) Optional Pre-Retirement Death Benefit**

The District shall modify its PERS contract to provide Pre-Retirement Option 2 Settlement Death Benefit effective January 1, 1999.

**(c) Retirement Formula**

Effective January 1, 2003, the District shall modify its PERS contract to provide for 2 percent at 55 Supplemental or Modified Formula for Local Miscellaneous Members.

Employees hired after the District is able to establish a 2% at 60 retirement plan with the PERS retirement system, will participate only in the 2% at 60 retirement plan.

**Section 6. Life Insurance**

Group life coverage for employees is \$50,000.

**ARTICLE 21. JURY DUTY**

Employees who have completed their probationary period who are called for jury duty or grand jury duty and provide proof of appearance for such duty to the District, shall receive full pay therefore, provided they assign the amount received for jury duty or grand jury duty to the District. An employee scheduled to work Saturday or Sunday who performs trial jury service on his or her regular day off, must submit a written request to receive two consecutive days off beginning the second workweek of jury service.

**ARTICLE 22. FAMILY TRANSPORTATION**

Employees who have completed their probationary period, their spouse or domestic partner (as defined in Article 20) and dependent children under the age of eighteen (18), and individuals who terminated their employment pursuant to the retirement programs established by this Agreement, shall be provided with free transportation on all systems operated by the District provided the spouse, domestic partner or dependent resides, works, or goes to school in San Mateo County upon presentation of an identification card or other means of verification of eligible status as may be selected and issued by the District. In addition, economically dependent children, ages eighteen (18) through twenty-two (22), who need to ride District transportation systems to and/or from college, and who verify that need through a declaration or other means established by the District shall be provided with free transportation on all systems operated by the District upon presentation of an identification card or other means of verification of eligible status as

may be selected and issued by the District. The District shall require an annual verification of spouse, domestic partner and dependent children status and eligibility by each employee on a form to be provided by the District. For a spouse, domestic partner or dependent who does not reside, work or go to school in San Mateo County an employee may obtain from Human Resources a pass for each eligible dependent for a specified date. Because a transportation pass for a domestic partner will result in an increase in taxable income of the employee, the District will require annual confirmation that the employee desires that the District provide a transportation pass to his/her domestic partner. The value of the transportation pass will be imputed to the employee's income for the calendar year in which it was issued unless the transportation pass was returned to the District. The District may revoke the transportation privileges of any employee, spouse, domestic partner or dependent who breaches District rules concerning use of passes or is unruly or disruptive on District buses. This Article does not apply to paratransit services.

## **ARTICLE 23. UNIFORMS**

The District shall, upon initial hire, supply each Bus Operator with an initial set of uniforms consistent with District standards. Thereafter, a uniform allowance will be provided by a credit or voucher system to be arranged by the District with the District's designated uniform vendor. The credit or voucher will be given to the employee to be effective January 1 of each year in the amount of five hundred dollars (\$500.00) per year for each year thereafter provided that each Bus Operator may accumulate up to a maximum amount of nine hundred dollars (\$900) in uniform allowance from the credit or voucher system. Any unused allowance over \$900 will be eliminated from the Bus Operator's accumulated allowance. Before new uniform standards are instituted, the District shall first consult with the Union concerning their content. Operators shall maintain their uniforms in a clean, neat and presentable condition and shall be responsible for cleaning and maintenance of these uniforms.

## **ARTICLE 24. BULLETIN BOARDS**

The Union shall have locked, glass-enclosed bulletin boards provided by the District for the posting of notices, meetings and all other matters pertinent to the Union, with keys provided to the Union.

## **ARTICLE 25. BUS OPERATORS' JOB ASSIGNMENTS AND EXTRA BOARD**

### **Section 1. System-wide Bids of Assignments**

- (a) The District shall provide the opportunity for Bus Operators to bid on specific work assignments according to their seniority. In addition, the Union may bid one regular run or one Extra Board assignment during each system-wide bid in any seniority position. The Union shall bid for a work assignment under the same terms and conditions under this section for Bus Operators.
- (b) The District shall conduct four (4) system-wide bids to be effective in February, June, August and November of each year to be conducted at a single location. The District shall post the work to be bid at least seven (7) days prior to the bidding period and shall supply the Union with copies of the bid sheets at least seven (7) days prior to posting. Job assignments as a result of system-wide bidding shall be effective the first Sunday that is at least 7 days after completion of the bidding process.
- (c) Operators may bid in person or by written bid submitted to the Dispatcher at any base before commencement of the bidding except, proxy. If the bid is conducted by proxy, proxy bids must be submitted twenty-four hours (24) prior to the bid. Proxy bids will be conducted on Monday, Wednesday and Friday of the bid week. The number of employees who bid by proxy on each day will be approximately equal. Electronic bids will be entered into the system as received or as entered by the employee or the Union. No Operator on leave of absence, covered under Article 18, in excess of seventy-five (75) days shall bid except for Operators on pregnancy disability leave. To be eligible to bid, an Operator returning from a leave of absence in excess of seventy-five (75) days must have complete retraining. No Operator may absent himself or herself from work assignments in order to bid and time spent on the bid process shall be considered non-work time and shall be without pay. The bidding shall be conducted in order of seniority. Each Operator shall have up to two (2) minutes to bid. An Operator who fails to bid, either in person or through a written bid, when his/her turn arises shall be bypassed until such time as he/she comes in.

- (d) If the District purchases software to allow it to conduct the bidding process electronically, the District will, in writing, notify the Union and the parties will meet and bargain over the electronic bid process.
- (e) If all work has not been bid by the end of the bidding period, the District shall assign such work to those Bus Operators, who have not submitted bids, according to their seniority order.
- (f) All bids shall be recorded on a bid form, retained by the District, in addition to being posted on the board. All bids shall be signed by the Operator. Bidding results become the official and final record of the bid twenty-four (24) hours after posting. Bidding errors discovered prior to twenty-four (24) hours after posting the final results will be corrected by a Bump Bid. Bump Bid means a process whereby a bidding error is corrected by allowing the affected party to receive the assignment he or she should have received, and then allowing the next person in seniority to either keep his or her original bid or select the vacated run.

## **Section 2. Major Schedule Changes and Open Assignments**

- (a) Whenever the starting or ending time of a run is changed by more than one (1) hour, the Operator affected may request a detail sign-up within fifteen (15) calendar days of said change. If no request is made, no detail sign-up will be required but the run pay for the Operator affected shall be maintained at not less than the run pay for his or her original run until the next system bid. When a detail sign-up is requested, it shall be conducted within fifteen (15) calendar days of the request commencing with the Operator whose run was affected. Detail sign-ups shall be conducted in the same manner as a system bid except that (1) only runs held by the Operator affected and those at the base more junior shall be posted and only those Operators shall be eligible to bid; (2) those runs shall be forwarded to the Union and posted three (3) days prior to bidding.
- (b) Any open or newly created run will be made available as a Hold-Down and assigned according to the procedures provided in Section 3.

### **Section 3. Extra Board Assignments To Temporary Vacancies (Hold-Downs)**

When it is known that any regular run or relief run will be temporarily open for a period of seven (7) or more calendar days, such open run shall be made available to Extra Board Operators on a seniority basis. If the temporary vacancy is for seven (7) calendar days, only those Extra Board Operators available to work the entire Hold-Down are eligible to bid on it; provided, however, that training required by the District of one (1) day shall not make an Extra Board Operator ineligible to bid for a Hold-Down.

A vacancy of eight (8) or more calendar days shall be open to all Extra Board Operators. The Extra Board Operator taking such run shall be considered a regular Operator while holding the run and shall remain on it until the return of the Operator who temporarily vacated it or until the next system-wide sign-up whichever occurs first. Upon relinquishing the run, he/she shall return to the Extra Board.

Extra Board Operators returning from a Leave under Article 18 and in retraining may bid for a Hold-Down during their second week of retraining.

### **Section 4. Extra Board Operators and Procedures**

#### **(a) Purpose of the Extra Board**

- (i) The District shall have sole discretion to establish or maintain an Extra Board, to determine the number of Operators on the Extra Board, and to determine the number of Operators on the Extra Board at each location, if more than one is established.
- (ii) The purpose of the Extra Board is to furnish a group of trained Bus Operators to handle extra services, emergencies and vacancies occurring in the daily operation of District buses.

#### **(b) Composition of the Extra Board**

- (i) The Extra Board shall consist of Operators who have bid for places on the board or been assigned to it by the District during the system-wide bid. The Extra Board will be established by placing all Extra Board Operators in



seniority order on the Extra Board at the beginning of each sign-up and will remain on the board for the duration of the sign-up.

- (ii) Operators going to the Extra Board for any reason, including new operators, shall have their names inserted at the bottom of the Extra Board without re-establishing the board as stated previously. These operators shall be inserted after the board has rotated.

**(c) Time Off Procedures**

- (i) Extra Board days off shall be designated by the District and bid according to seniority. Days off will be bid during the system-wide bid at the time each Operator bids or is assigned to the Extra Board.
- (ii) All Extra Board days off shall be consecutive. Extra Board days off which are created to permit part-time Operators to begin training and probation for full-time Operator status will be bid on only by the part-time Operators qualified and selected to fill the positions created, but such days off so restricted will not include consecutive days off covering Saturday, Sunday, or both. Other Extra Board days off which are permanently vacated or created shall be made available to all Operators on a seniority choice basis. All change of days off shall become effective on the Sunday following the bid.
- (iii) Extra Board Operators shall have not less than ten (10) hours off between daily assignments.

**(d) Rotation of the Extra Board**

- (i) As a means of fairly and equitably distributing the available work assignments, the Extra Board shall rotate daily and all known assignments for the next day shall be established at 3:00 p.m. including Saturdays, Sundays and holidays. All operators off sick must notify the Dispatcher by 3:00 p.m. in order to return to work the next day. Operators dropping sick after 3:00 p.m. shall be expected to return to work the next day; an Operator unable to return the next

day must call in at least ninety (90) minutes before his/her scheduled report time. Rotation shall occur as follows: The top six (6) names on the Extra Board shall drop to the bottom of the board each day. This shall include the names of operators who may be on days off, vacation, sick leave, or not working for any reason. The rotation shall continue daily, including Saturdays, Sundays and holidays.

- (ii) The board will be posted at 5:00 p.m. with all known work assignments for the following day. Positions on the Extra-board will stand for a period of 24 hours. There will be no exchange of positions on the Extra Board and no exchanging of work assignments.

**(e) Distribution of Assignments**

- (i) After the board has been rotated, known available work shall be assigned in the following manner:
  - (1) First-up available Operator shall be assigned a report time the same as the first run to report, for the purpose of protecting the board.
  - (2) Following Operators, who are known to be fresh to start the assignment, to be given known work assignments (earliest time on first, etc.). For multiple assignments occurring at the same time, the piece with the greatest amount of pay time shall be assigned first.
  - (3) Remaining Operators to be on-call for work assignments. All Operators on-call will be given a report time by 2:00 p.m. of the day in question. If not, they are released.
- (ii) Any work which is known to be open on or at 3:00 p.m. shall be placed in its proper position as provided and assigned accordingly. Known available work shall be considered any part-time run with a spread of more than eight (8) hours and any full-time run with a spread of more than seven (7) hours.

**(f) Assignment of Work**

- (i) Extra work shall be assigned in the following order unless the Operator has indicated his or her unavailability in accordance with the procedures established by the District:
  - (1) Extra Board Operators on their Regular Workday. The board at the base where the work appears shall first be exhausted. Thereafter, Extra Board Operators at the other base shall be assigned the work in accordance with their position on the board.
  - (2) Extra Board Operators on their Day Off. Extra Board Operators on their day off at the base to which the work is assigned shall be assigned to extra work in accordance with their position on the board. If extra work remains to be assigned, then Extra-board Operators on their day off at the other base shall be assigned the work in accordance with their position on the board.
  - (3) Regular Operators on their Day Off. Extra work shall first be assigned in seniority order to regular Operators on their day off at the base to which the work is assigned. If extra work remains to be assigned, it shall then be assigned in seniority order to regular Operators on their day off at the other base.
  - (4) Regular Operators on their Regular Workday. Extra work shall be assigned in seniority order to regular Operators on their regular workday who are available to work and who are assigned to the base to which the work is assigned. Thereafter, if extra work remains to be assigned, it shall be assigned in seniority order to regular Operators on their regular workday who are available to work and who are assigned to the other base.
  - (5) Part-Time Operators on their Day Off (Special Service Only)

Extra work shall be assigned in seniority order to part-time Operators on their day off at the base to which the work is assigned. If extra work remains to be assigned, it shall then be assigned in seniority order to part-time Operators on their day off at the other base.

(6) Part-time Operators on their Regular Workday  
(Special Service Only)

Extra work shall be assigned in seniority order to part-time Operators on their regular workday who are available to work and who are assigned to the base to which the work is assigned. Thereafter, if extra work remains to be assigned, it shall be assigned in seniority order to part-time Operators on their regular workday who are available to work and who are assigned to the other base.

- (ii) Dispatchers at the bases will be responsible for the assignment of extra work to operators on stand on a “First-Up,” “First-Out” principle. Extra Board Operators shall not be permitted to refuse any assignments which fall within this Agreement. For multiple assignments occurring at the same time, the first on-call Operators shall be given the piece that is completed the earliest.
- (iii) Maximum spread time shall be thirteen (13) hours and twenty (20) minutes unless the District is out of Operators and the Operator agrees to work over.
- (iv) Any work which is cancelled after 5:00 p.m. on the day preceding shall not be operated and the Operator assigned to this work shall be placed on stand at the time the cancelled work was scheduled to start and catch work in his rotated position.
- (v) Extra Board Operators will be guaranteed a minimum of four (4) hours pay for reporting for duty on a regular day off as instructed. Operators on-call shall be guaranteed six (6) hours of pay if not given an assignment (including report)

on a regular workday or, if not released from work by 5:00 p.m. the day before.

Extra Board Operators will be guaranteed eight (8) hours of pay for each regular workday and forty (40) hours of pay in each workweek provided the Extra Board Operator reports for duty when instructed. Each failure to be available for duty on other than a scheduled day off, shall result in the deduction of eight (8) hours from the forty (40) hour guarantee. Time worked on an Extra Board Operator's regular scheduled day off shall be paid at the rate of time and one-half (1-1/2). An Extra Board Operator who is assigned a regular run for a day shall be guaranteed eight (8) hours pay for that day if he or she works the entire run.

(vi) If an Operator catches late work for any reason after the board has been posted at 5:00 p.m., and this work results in his/her not being fresh for the following day's assigned report and work assignment, he or she shall report after his/her ten (10) hours rest and assume the schedule at the next terminal point.

(vii) If an Operator on stand catches work which will take him/her past the thirteen (13) hours and twenty (20) minutes hours spread limitation the following will apply:

Any Operator on stand who is due up first must take any assignment, except if the assignment is over his/her spread time of thirteen (13) hours and twenty (20) minutes. In that case, the assignment will drop to the next Operator on stand who can work it within his /her spread. If there is no other Operator available who can do the work within his/her spread, then the first-up Operator shall take the work and be relieved before his/her spread is up.

(viii) In the event the District assigns work out of order, the District may, at its option, correct the assignments and notify all the Operators affected. If the District determines to leave the out-of-order assignments as posted, the Operators adversely affected will be compensated as

follows: Any Operator who actually performs a piece of work paying less than the work he/she would have performed, had no out-of-order assignments been made, will be paid as if he/she had worked the assignment to which he/she should have been assigned. No other Operator will be given additional compensation.

**(g) Notification**

- (i) Extra Board Operators shall provide the District with a telephone number where they may be contacted through their supervisor. In the event the report time has not been posted, the District shall be required to make only one telephone call at least ninety (90) minutes in advance of the report time informing the Operator to report for duty. Beginning at 5:00 a.m., the Dispatcher will begin to call Operators one hundred and twenty (120) minutes before their report time.
- (ii) Extra Board work will be assigned to the Extra Board Operators on the basis of a rotating board, the procedures for which may be changed from time to time by mutual agreement.

**ARTICLE 26. SELECTION OF PAID TIME OFF FOR VACATIONS;  
SELECTION OF FLOATING HOLIDAYS**

**Section 1. Operators**

For operators, selection of Paid Time Off for vacations shall be conducted by proxy each year and shall be based on seniority. The procedures for, and limitations upon, cancellation of vacations bid and rebidding of such cancelled vacation shall be:

- (a) Employees must notify the District, in writing, if they wish to cancel all or any portion of their bid vacation period. An employee may cancel not more than two (2) weeks of bid vacation in a calendar year. Bid vacation periods must be cancelled in not less than one week increments. The employee must submit the cancellation notice on or before the first day of

the month preceding the month during which the vacation is scheduled to begin. (For example, any vacation which is scheduled to begin anytime during June, must be cancelled on or before May 1.) Any employee who fails to cancel their bid vacation within the time period described in this subsection shall take his or her scheduled vacation period.

- (b) The District shall post by the fourth day of each month at each base, the employee's accrued but unused Paid Time Off available at the time of the District's most recent report. In addition, the District shall provide a record of vacation bid results.
- (c) By the fourth day of the month of timely cancellation from an employee, the District shall post the availability of the cancelled vacation slot(s) at each base. The cancelled vacation slot(s) shall remain posted for four (4) calendar days. The employees with remaining accumulated Paid Time Off may bid for the available vacation slot(s). The available vacation slot(s) shall be awarded in order of seniority.
- (d) Floating holidays shall be bid by proxy for the entire calendar year prior to the system-wide bid and shall be based on seniority. Starting with the floating holiday bid for 2015, if as a result of the system-wide bid the Operator's floating holiday(s) now fall on the Operator's new days(s) off, within two (2) weeks of the system-wide bid, the Operator will be allowed to move their floating holiday(s) to one of their new workdays in the same workweek. The Operator must notify the Superintendent of the change in writing within two (2) weeks of the system-wide bid.
- (e) Part-time and full-time Operators shall bid for vacation and floating holidays from a blended seniority list, with original date of hire determining seniority.

## **Section 2. Maintenance**

Selection of Paid Time Off for vacations and selection of floating holidays shall be conducted in conjunction with the system-wide bids and shall be based on seniority. All employees shall bid by proxy.

- (a) Vacation: The District shall allocate vacation slots for each base, shift, and classification for the applicable sign-up period.

- (b) **Floating Holidays:** The District shall allocate floating holiday slots for each base and shift for the applicable sign-up period. The District may limit slots so allocated to specific classifications or to a single classification. For weekday floaters, the District will designate a floating holiday slot for Utility Workers assigned to the Utility Shift that begins on or after 4:00 PM and before 10:00 PM. Any unused floating holidays not bid in the December bid must be bid in the June bid or they will be assigned by the Union or, in the absence of Union action, by the District.

## **ARTICLE 27. EQUIPMENT OPERATION**

Except as required by reason of subcontracting arrangements entered into by the District, employees covered by this Agreement shall operate all buses while in regular service, charter service or special service.

## **ARTICLE 28. ACCIDENT REPORTS & ACCIDENT REVIEW**

### **Section 1. – Accident Reports**

Any employee who is involved in an accident while operating District equipment shall notify a supervisor on duty of the incident immediately following the occurrence by radio or other means. Accident reports shall be made on forms furnished by the District and shall be accurately completed and submitted in a time and manner prescribed by the District. Any employee who is directed by the District to appear in court on its behalf, to attend depositions, or to consult with the District's legal counsel shall suffer no loss of pay for such time expended and shall be paid at his or her applicable rate of pay for such time if outside of the employee's normal work hours.

### **Section 2. – Accident Review and Accelerated Arbitration**

The District will review the accident and make a determination about whether or not the accident was preventable and what level, if any, of discipline is appropriate in accordance with Article 9, Section 4. At the time the District issues a preventable accident discipline letter, it will provide the Union with all documents used by the District to make its determination. (i.e. video, accident reports, etc.). If the Union



disagrees with the District's preventable determination or the disciplinary penalty imposed, it may, within ten (10) business days file a written grievance contesting the determination and/or the disciplinary penalty imposed, and it must then proceed directly to an accelerated arbitration panel hearing.

## **ARTICLE 29. MAINTENANCE DEPARTMENT CONDITIONS**

### **Section 1. Job Assignments, Vacancies and Promotions**

#### **(a) Job Assignments Within Existing Classification**

The District shall have two (2) system-wide sign-ups per year in the Maintenance Department to allow employees to bid for their specific choice of base and shift. The system-wide sign-ups will be held in January to be effective in February and in July to be effective in August. The bid sheets will be posted two (2) weeks prior to the bid date. Department seniority within each classification will prevail in the bidding procedures. Mechanics who are not certified to perform all aspects of the job duties for their classification shall only be eligible for the shifts designated for uncertified mechanics within the employee's classification. The bidding shall be conducted by proxy. Employees who fail to submit a proxy bid within the prescribed time shall have their assignment made by the District after consultation with the Union representative present to oversee the proxy bid procedure.

#### **(b) Vacancies Within a Classification**

Notice of a vacancy to be filled will be posted for bid on the District bulletin boards and shall remain for a minimum of four (4) days (excluding holidays) before being filled except that a posting may be closed when all those within the classification more senior than the senior qualified bidder have disclaimed interest, in writing, in the vacancy. Seniority within each classification will prevail in the bidding procedure. Any vacancy created as a result of such a bid shall be assigned by the District. All bids and assignments will become effective the Sunday following the award.

**(c) Application for Promotion**

Employees who feel they are qualified for a higher classification shall apply for the desired promotion, in writing, to the Human Resources Department. Vacancies shall be posted for four (4) calendar days (excluding holidays) before being filled. If the District, at its sole discretion, determines that no employee applying for promotion is qualified, it may employ newly hired individuals to fill such vacancy. The promoted employee will be paid at the new classification rate and will be placed on a trial period not to exceed thirty (30) days worked except that any employee promoted to a mechanic position from a non-mechanic position will be placed on a trial period not to exceed ninety (90) days worked. In the event, an employee does not prove to be satisfactory, in the District's sole judgment, the employee will revert to his/her former classification and shift.

**(d) Temporary Reassignment**

The District's right to reassign employees temporarily between system or base bids shall be restricted so that no individual may be reassigned for more than twenty (20) working days, except that bonafide training assignments may extend for up to sixty (60) working days. The District shall retain the exclusive right to determine which employee shall be reassigned but this right shall not be exercised arbitrarily or discriminatorily. Any employee temporarily reassigned shall be paid shift differential in accordance with the shift he/she bid or the shift actually worked, whichever is higher. Before temporarily reassigning employees for other than training purposes, the District shall first seek volunteers from among those with the necessary qualifications at the base and on the shift from which the District has determined that the reassignment should take place. In the absence of such volunteers, reassignments in these circumstances shall be by inverse seniority and thereafter, for successive reassignments, rotated within such group by inverse seniority. Any employee so reassigned for other than training purposes shall, in the event the reassignment involves a base change, be compensated an additional forty (40) minutes pay at straight-time for travel. Except in emergency situations caused by natural disasters, utility or system failures or other reasons outside the District's control,

employees will receive a one (1) week notice prior to temporary assignments.

## **Section 2. Training**

The District recognizes the desirability of providing training opportunities which will qualify employees for promotion. To the extent it deems feasible, the District will make provisions for such training. Training programs which are to be established will be discussed with the Union in advance of implementation.

## **Section 3. Hours of Work**

- (a) All employees shall be guaranteed eight (8) hours of work per day, five (5) days per week, exclusive of a one-half (1/2) hour unpaid meal period. Employees shall be granted two (2) consecutive days off each week unless other arrangements are mutually agreed, in writing, between the employee, the District and the Union.
- (b) Maintenance Department employees shall have two (2) rest periods of fifteen (15) minutes each on each shift. Rest periods shall be taken approximately at the midpoint of each half of the shift and shall not be arranged so as to shorten the workday or lengthen the meal period. Rest periods shall be considered as time worked for pay purposes.
- (c) The District shall furnish adequate lockers, hangers, washrooms and drinking and toilet facilities in all the Maintenance shops and keep them in sanitary condition.
- (d) Holiday staffing requirements shall be posted two (2) weeks prior to the day of holiday observance at each base. They will remain posted for four (4) days (excluding holidays). The bidding will close on the fifth (5th) day at twelve (12) noon, and the results will be posted by 5:00 p.m. the same day. Positions are to be bid by department seniority within each classification, and assigned by inverse department seniority within the classification among personnel at the base who would normally work on the day in question.

- (e) Overtime for full-time employees at the rate of time and one-half of the straight-time rate shall be paid for all time actually worked in excess of forty (40) hours per week or in excess of eight (8) hours per day or on a regular day off.
- (f) Any employee called back to work without prior notice after completing his/her shift and leaving the property will be guaranteed a minimum of four (4) hours' pay at the employee's applicable rate.
- (g)
  - (i) The provisions of subsection g (ii) have been negotiated to establish eight (8) hour straight-time shifts for all shifts except the Utility Shift. They are intended to be in lieu of any standards regulating meal or rest breaks that may be enacted by the Industrial Welfare Commission or through any other law or regulation. In the event any such law or regulation becomes applicable to the District's Maintenance employees; the provision of subsection g (ii) shall become null and void.
  - (ii) All shifts, except the Utility Shift, shall be guaranteed eight (8) hours of work per day, scheduled on a 5-day week of 8-hour straight-time shifts. In lieu of rest breaks, each employee so assigned shall be paid for eight (8) hours after having worked the 8-hour shift, and unless assigned overtime, shall be released after having worked the 8-hour shift. The 8-hour shift shall include a half (1/2) hour lunch period that will be scheduled approximately at the mid-point of the workday. Employees need not remain on the premises during the half (1/2) hour lunch period unless operational needs require them to work, in which case that employee will receive the half (1/2) hour lunch period as soon as practicable that day. Employees shall be granted two (2) consecutive days off each week unless other arrangements are mutually agreed in writing, between the employee, the District and the Union.

#### **Section 4. Safety Equipment and Work Clothes**

The District shall provide safety equipment, clean uniforms, and foul weather jackets for each employee as provided in this section. In order to obtain

replacement of worn or damaged uniforms and/or equipment, the employee must turn in the uniforms and/or equipment to be replaced.

- 1) 12 sets of uniforms
- 2) 1 jacket and either 1 more jacket or vest
- 3) Raingear to include:
  - a) Jacket with hood
  - b) Pants
  - c) Rubber boots
- 4) Safety equipment to include: (Not applicable to Storeskeepers)
  - a) Safety glasses
  - b) Safety ear plugs
  - c) Reflective vest
  - d) Heavy duty flashlight with batteries
- 5) The District will reimburse each employee for the full cost of purchase of up to two pair of safety shoes, up to a maximum of three-hundred and forty dollars \$340.00 per year, with documentation substantiating the purchase.

### **Section 5. Shift Differential**

Employees who are assigned shifts which begin at or after 2:00 p.m. and before 10:00 p.m. shall receive a shift premium of five percent (5%) of their straight-time hourly rates. Employees who are assigned shifts which begin at or after 10:00 p.m. and before 4:00 a.m. shall receive a shift premium of ten percent (10%) of their straight-time hourly rate. Utility Workers who are assigned the Utility Shifts that begin at or after 4:00 p.m. and before 10:00 p.m. shall receive a shift premium of eight and one-half percent (8.5%) of their straight-time hourly rate.

### **Section 6. Clean-up Time**

Employees will be permitted to suspend work ten (10) minutes before the regular end of their shift for the purpose of cleaning up their work area, bench and tools and for returning District tools to their proper places.

## **Section 7. Tool Insurance and Tool Replacement**

The tool allowance shall be increased to five hundred dollars (\$500 ) per Mechanic. The District shall also secure insurance against the loss or theft of complete sets of tools which are the property of individual employees, as listed on the employee's tool inventory list on file with the District, and approved as current in accordance with District procedures. Such policy will include a one hundred dollar (\$100.00) deductible for each occurrence.

## **Section 8. Metric Tools**

All Maintenance employees shall be responsible to acquire such metric hand tools as are required by the work they are called upon to perform.

## **ARTICLE 30. WAGE RATES**

### **Section 1. Wage Rates**

The top wage rates for each classification shall be as follows:

|                | 01/30/22 | 06/19/22 | 06/18/23 |
|----------------|----------|----------|----------|
| Bus Operator   | \$36.07  | \$37.34  | \$38.65  |
| Storeskeeper   | \$38.90  | \$40.27  | \$41.68  |
| Mechanic A     | \$43.85  | \$45.39  | \$46.98  |
| Mechanic B     | \$39.57  | \$40.96  | \$42.40  |
| Mechanic C     | \$33.67  | \$34.85  | \$36.07  |
| Utility Worker | \$29.37  | \$30.40  | \$31.47  |

#### First Year Wages:

Upon ratification by ATU Local 1574 and the District's Board of Directors, the top wage rates shall be increased by four percent ( 4%).

#### Second Year Wages:

Effective June 19, 2022, the top wage rates will be increased by three and one-half percent ( 3.5%).

#### Third Year Wages:

Effective June 18, 2023 the top wage rates will be increased by three and one-half percent ( 3.5%).

**Lump Sum Bonus Payment:**

Effective within two pay periods of ratification by ATU Local 1574, full-time bargaining unit employees, who were employed by the District on the date of ratification, will receive a lump sum bonus of three thousand five hundred dollars (\$3,500), part-time bargaining unit employees will receive a lump sum bonus of one thousand seven hundred fifty dollars (\$1,750), and extrahelp bargaining unit employees will receive a lump sum bonus of one thousand three hundred dollars (\$1,300).

Effective within two pay periods twelve months after ratification, full-time bargaining unit employees who were employees of the District on the date of ratification, will receive a lump sum bonus of one thousand dollars (\$1000), part-time bargaining unit employees will receive a lump sum bonus of five hundred dollars (\$500), and extra-help bargaining unit employees will receive a lump sum bonus of three hundred twenty five dollars (\$325).

**Section 2. Tenure Steps**

Upon ratification new employees will move through the tenure steps as provided below. Tenure steps to be established as the following percentages of top rate (to be rounded to the nearest penny):

|   |     |
|---|-----|
| First 6 months following the date of the commencement of the employee's probationary period | 75% |
| Next six months (7th month - 12th month)  | 80% |
| Next six months (13th month - 18th month)   | 85% |
| Next six months (19th month - 24th month)   | 90% |
| Next six months (25th month - 30th month)   | 95% |

- (b) Mechanics A upon initial hire by the District may be placed by the District on the tenure step which, in the District's judgment, represents appropriate recognition of the employee's skill and experience. The employee shall advance, unless initially placed at the top step, at six month intervals in accordance with the step progression schedule set forth above. Neither advanced placement nor the failure to receive advanced placement shall be the subject of grievance or other review under any term of this Agreement.

### **Section 3. Lead Mechanic, Lead Storeskeeper and Lead Utility Worker**

Employee(s) designated by the District as Lead Mechanic(s), Lead Storeskeeper(s) or Lead Utility Worker(s) shall be paid a differential of five percent (5%) for all hours worked. The designation of Lead Mechanic, Lead Storekeeper or Lead Utility Worker is within the sole discretion of the District and neither such designation nor its termination shall be subject to review under any provision of this Agreement; provided employees shall have the right to decline such designation. The Lead Mechanic(s), Lead Storekeeper(s) or Lead Utility Worker(s) may be required by the District to exercise supervisory authority but such exercise shall not cause the Lead Mechanic, Lead Storekeeper or Lead Utility Worker to be removed from the bargaining unit. A Lead Mechanic, Lead Storekeeper or Lead Utility Worker may be assigned to a particular base or shift irrespective of the sign-up if so assigned before the sign-up occurs.

### **Section 4. Mechanic Longevity Pay**

Mechanics A and B who have reached the top of the pay scale for their respective classifications shall receive the hourly rate indicated below so long as they have been employed continuously for each year of qualifying service at the top of the scale and for so long as they remain in the classification at the top of the scale:

|                       |                 |          |          |          |
|-----------------------|-----------------|----------|----------|----------|
| Years at Top of Scale |                 | 01/30/22 | 06/19/22 | 06/18/22 |
| Mechanic A            | Start of Year 3 | \$44.62  | \$46.19  | \$47.81  |
|                       | Start of Year 5 | \$45.12  | \$46.70  | \$48.34  |
|                       | Start of Year 7 | \$46.05  | \$47.67  | \$49.34  |
| Years at Top of Scale |                 | 01/30/22 | 06/19/22 | 06/18/22 |
| Mechanic B            | Start of Year 3 | \$40.24  | \$41.65  | \$43.11  |
|                       | Start of Year 5 | \$40.70  | \$42.13  | \$43.61  |
|                       | Start of Year 7 | \$41.53  | \$42.99  | \$44.50  |

### **Section 5. Bus Operator Merit Increase**

Bus Operators who, during their first twenty-four (24) months of employment in revenue service after successful completion of their training period, complete a period of twelve (12) consecutive months without having a chargeable accident, an unexcused absence, or a written passenger complaint regarding discourteous treatment will be credited with on (1) additional year of qualifying experience for the purpose of establishing their



minimum hourly wage rate. Bus Operators who qualify for this merit increase will receive the appropriate wage increase immediately following the twelve (12) consecutive month qualifying period. No chargeable accident, unexcused absence, or written passenger complaint regarding discourteous treatment which occurs during the employee's training period can be used to disqualify an employee from a merit system increase for which he or she otherwise qualifies as set forth above.

## **ARTICLE 31. GRIEVANCE PROCEDURE AND ARBITRATION**

### **Section 1. Definitions and Time Limits**

- (a) A grievance is defined as, and is strictly limited to, disputes which arise concerning the interpretation or application of the specific terms of this Agreement, including the discipline, discharge, suspension or demotion of employees who have completed their probationary period. All grievances must be presented, in writing on a form to be furnished by the Union, to the District within ten (10) calendar days of the event giving rise to the grievance. If the last day for filing a grievance falls on Saturday, Sunday or a Holiday time limits for filing the claim will be automatically extended to the next business day. (Business days shall be exclusive of Saturday, Sunday and Holidays.)
- (b) All grievances shall be submitted with a clear indication of the issues raised by the grievance and the specific provisions of this Agreement which are alleged to have been violated. Grievances shall be signed by the Union representative and may be signed by the employee.

### **Section 2. Grievance Procedure**

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

Written grievances shall first be presented to the Director or Superintendent designated by the District of the receipt of first step grievances at the base and for the Department within which the grievance arose. Grievances affecting more than one base or Department may be presented initially at Step Two. The

District shall contact the Union to agree upon a time and place to meet and explore a resolution of the grievance.

Within ten (10) calendar days after receipt of any written grievance (excluding Saturday, Sunday and Observed Holidays), representatives of the parties shall meet to explore resolution of the grievance. The representatives may, where they agree it would be productive, bring together persons with first-hand knowledge of the facts to see if factual differences can be resolved.

Each party shall, upon request of the other, present for inspection records, any electronic media used or other documents relevant and necessary to effective consideration of the grievance.

Any resolution of the grievance to be effective shall be in writing and signed by representatives of each party. If the grievance cannot be resolved, the District's written rejection of the grievance, and the reason thereof, shall be presented to the Union within ten (10) calendar days (excluding Saturday, Sunday and Observed Holidays) after the date of the Step One meeting.

**(b) Step Two**

Within five (5) calendar days (excluding Saturday, Sunday and Observed Holidays) of the District's rejection of the grievance at Step One, the Union may refer it in writing to the District's Director, Human Resources. The Director, Human Resources, or designee, and a Union Officer shall, within ten (10) calendar days (excluding Saturday, Sunday and Observed Holidays), meet to attempt to resolve the grievance. Any resolution of the grievance to be effective shall be in writing and signed by representatives of each party.

If the grievance cannot be resolved, the District's written rejection of the grievance and the reason therefore, shall be presented to the Union within ten (10) calendar days (excluding Saturday, Sunday and Observed Holidays) after the date of the Step Two meeting. The reimbursement of wages for employees called as witnesses, where a loss of wages has been incurred by said

employee, shall be paid by the party wishing to present such witness.

**(c) Step Three - Referral to Arbitration Proceedings**

- (i) Whenever the Union has submitted a grievance which has been decided in a manner unsatisfactory to the Union and the Union desires to arbitrate the dispute, the Union shall submit the request in writing within five (5) calendar days (excluding Saturday, Sunday and Observed Holidays) after the next regular scheduled Union meeting following the unsatisfactory decision of the Director, Human Resources. Any settlement of the grievance to be effective shall be in writing.
- (ii) The District's Director, Human Resources, or designee, and the Union President/Business Agent, or designee, shall meet each month at a regularly-scheduled time to review the grievances which the Union desires to arbitrate. The parties shall discuss the merits of such grievances and strive to identify those grievances the parties mutually agree should be resolved through the Accelerated Arbitration Process. Agreements to resolve grievances through the Accelerated Arbitration Process shall be in writing and shall include the issue(s) submitted, stipulations of fact, modifications of hearing procedures, if any, and the date of arbitration. Any grievance referred to Arbitration about which such agreement cannot be reached shall be referred to the Formal Arbitration process.

**Section 3. Accelerated Arbitration Process**

- (a) The Accelerated Arbitration Panel shall consist of the Union President, or designee, the District Director, Human Resources, or designee, and John Kagel or Andrea Knapp, neutral arbitrators. In the event of John Kagel or Andrea Knapp's resignation or continued unavailability, the parties shall meet promptly to agree upon a successor. Until a replacement can be made the other arbitrator will be used each month until a replacement is named. If both arbitrators are unavailable and the parties are unable to agree upon a successor within 60 days,

all disputes referred by the Union for arbitration shall be resolved through the Formal Arbitration Process until a successor is agreed upon. The accelerated arbitrators shall rotate from month to month. One month on and one month off. The arbitrators may substitute for one another. The parties must mutually agree to postpone accelerated arbitration hearing dates. A grievance commenced before one accelerated arbitrator will be decided by that arbitrator and will not be transferred or be referred to the other accelerated arbitrator.

- (b) The Accelerated Arbitration Panel shall meet each month at a regularly-scheduled time following the Union's regular membership meeting, and on such other days as may be scheduled by mutual agreement, to resolve cases which have been referred to Accelerated Arbitration.
- (c) The Accelerated Arbitration Panel shall hear whichever case(s) the parties mutually agree to schedule for that hearing date. In the event the parties begin but do not complete a case scheduled for a particular hearing date, such case shall be completed by the Arbitration Panel at the next regularly-scheduled Accelerated Arbitration hearing. Any case which cannot be initiated at the scheduled date shall be rescheduled by mutual agreement.
- (d) Hearings
  - (i) Each party shall have one and one-half (1-1/2) hours to present its case, including whatever time it wishes to reserve for rebuttal, unless otherwise modified by the parties in writing in advance of the hearing or as so modified by the neutral arbitrator. The presentation of evidence shall be made by submitting a statement of facts stipulated by the parties and/or the presentation of witnesses, any electronic media information and documentary evidence. A court reporter shall transcribe the proceedings, but a transcript shall be prepared only upon the request of either party. After the parties have presented the evidence, each party shall have an opportunity for oral argument before the Accelerated Arbitration Panel for a period of not more than fifteen (15) minutes. No written briefs shall be submitted.

- (ii) Following each case, the Accelerated Arbitration Panel shall meet in executive session. The neutral arbitrator shall moderate the discussion with the objective of achieving agreement between the parties. If the parties cannot agree, the neutral arbitrator shall determine the award.
- (iii) The neutral arbitrator shall announce the award orally to the parties, including the grievant. The award shall be documented at the hearing but shall not include a written opinion. A court reporter shall transcribe the proceedings, but a transcript shall be prepared only upon the request of either party.
- (iv) The award shall be final and binding on both parties, but shall not be used as a precedent in any other case. The fee and expenses of the neutral arbitrator and court reporter shall be shared equally by the parties. The party wishing to present an employee as a witness shall pay the employee for any loss of wages incurred. Witnesses shall be scheduled so as to minimize disruption of District service and/or Union business.

#### **Section 4. Formal Arbitration Process**

- (a) The Formal Arbitration Board shall consist of three (3) persons, one appointed by the Union and one appointed by the District. Such appointments shall be made, and each party shall notify the other of their respective appointment, within ten (10) calendar days (excluding Saturday, Sunday and Observed Holidays) from the date the matter was submitted for arbitration. The two (2) so appointed shall endeavor to select the third member. In the event the persons appointed cannot agree on the third member within ten (10) calendar days (excluding Saturday, Sunday and Observed Holidays) of the last appointment, one shall be selected by the alternate striking of names, with the representative of the party winning the coin toss striking first, from the following list of names:

John Kagel  
Andrea Knapp

Barry Winograd  
Morris E. Davis

Luella Nelson  
Nancy Hutt

Margaret Brogan

- (b) The issue to be submitted to the Formal Arbitration Board shall be limited to the grievance as submitted in writing and in response to the District thereto, and, unless otherwise agreed in writing, the jurisdiction of the Board shall be limited to the determination of said issue. The Formal Arbitration Board shall have no authority to modify, vary, alter, amend, add to or take away from, in whole or in part, any of the terms or provisions of this Agreement.
- (c) The Formal Arbitration Board shall meet in the County of San Mateo within ten (10) calendar days after the selection of the third member, or as soon thereafter as possible.
- (d) The Formal Arbitration Board shall, or either party, may call any employee as a witness, and such employee, if on duty, shall be released from duty for the purpose of such appearance.
- (e) The rulings of the Formal Arbitration Board with respect to the procedure and all objections to the exclusion or inclusion of evidence shall be binding on the parties.
- (f) Each party shall bear the expenses and fees of the member appointed by it and its own expenses involved in the matter. All other expenses incurred by the Formal Arbitration Board, including the making of a record, if the Formal Arbitration Board deems necessary, shall be borne equally by the parties. The reimbursement of wages for employees called as witnesses, where a loss of wages has been incurred by said employee, shall be paid by the party calling such witness.
- (g) The Formal Arbitration Board's decision, and opinion, if any, shall be in writing and shall be submitted within ten (10) calendar days from the conclusion of the hearing unless such time is extended by a majority of the Formal Arbitration Board. The decision of the majority of the Formal Arbitration Board shall be final and binding on the parties.

## **Section 5. Time Limits Waiver**

The time limits set forth in this Article may be waived by the mutual consent of the District and the Union. Failure by the grieving employee or the Union to appeal a grievance within the prescribed time limit (or such other limits as may be mutually agreed) shall be conclusively considered as accepting the most recent answer of the District to the grievance and shall result in a waiver of all rights to further appeal of the grievance. Failure by the District to respond to a grievance within the prescribed time limits (or such other limits as may be mutually agreed) shall cause forfeiture of the District's position concerning the grievance but not necessarily the remedy. The District may argue at the arbitration any issue it has with a Union remedy that seeks recovery outside the terms and conditions as expressed in the Agreement.

## **ARTICLE 32. ATTENDANCE CONTROL**

### **Section 1. Attendance Standards**

#### **(a) Miss-outs**

- (i) Definition - A miss-out will be charged if:
  - (1) An employee fails to report in person to his/her supervisor at the base within one minute of his/her starting assignment.
  - (2) An employee fails to relieve another employee in the field at the designated time and place.
  - (3) An Operator fails to report to the appropriate supervisor of record at least ninety (90) minutes prior to the starting time of his/her unavailability or work (two miss-outs will be charged if the employee fails to call in within two (2) hours of his/her scheduled start time).
  - (4) A Maintenance Department employee fails to report to the appropriate supervisor of record at least sixty (60) minutes prior to the starting time of his/her unavailability for work (two miss-outs will be charged

if the employee fails to call within two (2) hours of his/her scheduled start time).

(ii) Excuses

- (1) Employees are expected as a regular matter to leave for work sufficiently in advance of the scheduled report or relief time to allow for unforeseen mishaps or delays to permit the employee to report or relieve on time. Employees are expected to have reliable means of transportation to work. Examples of mishaps which shall not form the basis for an excused miss-out include power failures, time changes, flat tires, dead batteries, and mechanical failure discovered by the employee when he/she leaves for work on the day in question, or normal traffic delays.
- (2) In unusual circumstances, where the employee could not have gotten to work on time and could not have reported his/her absence in advance as required by Section 1(a)(i)(3) and (4), a miss-out may be excused.
- (3) The employee requesting the excuse bears the burden of documenting all material facts constituting the claimed excuse. Such documentation must be submitted to the District as soon as it is available but in no case later than seven (7) days following the day of the miss-out. No miss-out shall be excused unless the employee advises his/her supervisor of the problem as soon as possible.

(iii) Progressive Penalty Provisions

- (1) For each miss-out charged, the employee shall lose the day's assignment and pay for that assignment if not put to work. If put to work, the employee shall be paid for hours actually worked only. Operators who miss-out shall be assigned to the bottom of the Extra Board for that day and shall have no daily guarantee.



Such Operators who are placed at the bottom of the Extra Board will be given assignments prior to Extra Board Operators who are on their days off, except in situation when the Extra Board Operator on his or her day off has been given a report time before the Operator on a miss-out has been placed on the board.

- (2) In addition to the above, a progressive system of penalties will be levied for repeated miss-outs. Employees who incur five (5) miss-outs in a four (4) month period or twelve (12) miss-outs in a one-year period are subject to discharge.
- (3) In case of suspension or discharge instituted under paragraph iii(2) above, the District shall issue a notice of intent to suspend or discharge which shall not be implemented, unless not appealed as provided below, until upheld or modified by the Expedited Arbitration Board provided below. Discharges shall thereafter be effective immediately and suspensions shall be scheduled by the District. Suspensions may, at the District's option, either be imposed as days without assignment and pay, or be recorded as a notice-of-suspension. Suspensions that are imposed and notices-of-suspension shall carry equal weight for purposes of progressive discipline.

**(b) Overall Attendance**

- (i) Employees whose overall attendance is irregular, whose absences frequently are in conjunction with days off, or whose attendance demonstrates continuing patterns of undependability are subject to progressive discipline up to and including discharge.
- (ii) The attendance review period will not exceed three years from the issuance of discipline.

- (iii) Suspension and discharges shall be instituted as specified in Section 1(a)(iii)(3) above for miss-outs.

## **Section 2. Appeal of Miss-outs and Other Attendance Discipline**

### **(a) Exclusive Procedure**

An employee who wishes to appeal a miss-out or other discipline imposed under this Article may do so under the procedures set forth in this Article which shall be the exclusive procedures for resolution of such claims.

### **(b) Initiation of Appeal**

An employee may appeal a miss-out or other attendance discipline by filing with the District within five (5) calendar days of receipt of notice of the discipline an appeal which shall briefly set forth in writing the employee's reasons for challenging the discipline. If no appeal is filed, the discipline shall stand.

### **(c) Informal Review**

Each week a representative of the Union and a representative of the District will meet to review such appeals informally. Any appeals resolved shall be without precedential effect for any case not involving the employee concerned.

### **(d) Expedited Arbitration Panel**

#### **(i) Preparation of Agenda**

Any appeal not resolved by the informal review shall be automatically placed on the agenda for the next meeting of the Expedited Arbitration Panel provided the employee's appeal was filed before the regular Union membership meeting which preceded the meeting of the Expedited Arbitration Panel. All matters so scheduled, shall be heard by the Panel unless the Union withdraws the appeal, the District withdraws the discipline, or the parties mutually agree to settle or refer the matter to a later meeting of the Panel.

#### **(ii) Composition and Meeting of the Panel**

- (1) The Panel shall consist of the Union President, or designee, the Director, Human Resources, or designee, and Alexander Cohn. In the event of Alexander Cohn's resignation or continued unavailability, the parties shall meet promptly to agree upon a successor and either party may, by written notice to the other parties, invalidate Section 2 and the first two sentences of Section 1, (a)(iii)(3) of this Article in which case all future claims will be dealt with under Article 31 of this Agreement.
  - (2) The Panel shall meet each month at a regularly scheduled time following the Union's regular membership meeting and on such other days as necessary to resolve cases on the agenda for that month.
- (iii) Conduct of Hearing
- (1) The employee's attendance record before the month in question shall stand as previously determined and shall not be subject to further factual dispute.
  - (2) Each party shall have up to one-half (1/2) hour to present its case, including whatever time it wishes to reserve for rebuttal, unless the neutral arbitrator limits or extends the time. The presentation may be made by way of statement by the party's representative, presentation of witnesses or both, but the hearing shall be informal and rules of evidence shall be liberally construed. A court reporter shall transcribe the proceedings but a transcript shall be prepared only upon request of either party.
  - (3) Following each case, the Panel shall meet in executive session. The neutral arbitrator shall moderate the discussion with the objective of achieving agreement between the parties. If the parties cannot agree, the neutral arbitrator shall determine the award. The award shall be announced orally to the parties, including the employee, and

shall be documented in writing at the hearing but shall not include a written opinion. A court reporter shall transcribe the proceedings but a transcript shall be prepared only upon the request of either party. The award shall be final and binding but shall not be used as a precedent in any other case.

- (4) The fee and expenses of the arbitrator and reporter shall be shared equally by the parties. The reimbursement of wages for employees called as witnesses, where loss of wages has been incurred by said employee, shall be paid by the party wishing to present such witness. Witnesses shall be scheduled so as to minimize disruption of District service and/or Union business.

## **ARTICLE 33. GENERAL PROVISIONS**

### **Section 1. Severability**

It is recognized that the parties are engaged in rendering a public service and that they will comply with all applicable valid rules, regulations and laws of governmental authorities; therefore, the parties contract that nothing contained in this Agreement shall be construed to conflict or be inconsistent or incompatible with such rules, regulations or laws. To the extent that any terms or provisions of this Agreement shall be in conflict, inconsistent or incompatible with such rules, regulations or laws presently in effect or to be enacted during the term of this Agreement, they shall be void and invalid, but all other terms and conditions of this Agreement shall remain in full force and effect.

### **Section 2. Guarantee of Performance**

Each of the parties hereto warrants that it is fully qualified and able to completely carry out and perform each and all of the provisions of this Agreement and, further, that it will not take action of any kind which will prevent or impede the complete performance of each and every provision contained herein.

### **Section 3. Authority of Signatories**

The individuals signing this Agreement in their official capacities hereby warrant that they have full authority to act for the respective parties.

### **Section 4. Substance of This Agreement**

This contract contains all of the agreements, stipulations, and provisions agreed upon by the parties hereto. No representatives of either party has the authority to make, and neither party shall be bound by any statement, representation, agreement, stipulation or provision made prior to the execution of this Agreement or during negotiations of this Agreement and not set forth herein. This Agreement may be amended or supplemented only by specific written amendment, explicitly identified as an "Amendment to Agreement" and duly ratified by the membership of the Union and by the District. No other writing and no oral communication of any kind shall have the effect of amending or supplementing this Agreement in any way.

### **Section 5. Waivers**

The waiver of any breach or condition of this Agreement by either party does not constitute a precedent for any subsequent waiver or any breach or condition.

### **Section 6. Assignability**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by reason of the arrangements made by or for the Public Body to manage and operate the system. Any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management or operation of the transit system, shall agree to be bound by the terms of this Agreement and accept the responsibility for full performance of these conditions.

### **Section 7. Out-of-Area Charters**

- (a) The District agrees that before it establishes "out-of-area" charter service, it will negotiate with the Union covering the assignment of this work and expenses for meal, lodging, etc.

- (b) For the purpose of this Agreement, “out-of-area” charters shall be defined as any charter that travels forty (40) miles or more beyond the regular service area of the District.

### **Section 8. Vending Machines**

The District and the Union shall enter into a side letter permitting the Union to contract for the installation of vending machines in Operator and Maintenance employee break areas.

### **ARTICLE 34. DURATION OF AGREEMENT**

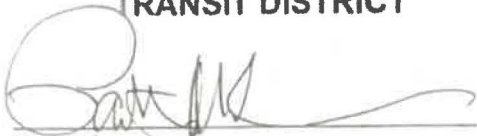
The Agreement shall be effective February 2, 2022 through June 30, 2024, and shall be automatically renewed from year to year thereafter, unless either party serves upon the other ninety (90) days prior written notice of a desire to modify or terminate the Agreement.

**ARTICLE 34. DURATION OF AGREEMENT**

The Agreement shall be effective February 2, 2022 through June 30, 2024, and shall be automatically renewed from year to year thereafter, unless either party serves upon the other ninety (90) days prior written notice of a desire to modify or terminate the Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement this 2<sup>nd</sup> of February, 2022.

**FOR THE SAN MATEO COUNTY  
TRANSIT DISTRICT**

  
Pat Glenn  
Chief Negotiator

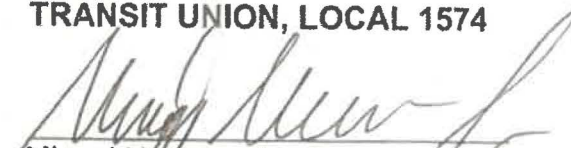
  
Julie Nogueles-Deguzman  
Director, Human Resources


  
Ana Rivas  
Director, Bus Transportation

  
David Harbour  
Director, Bus Maintenance

  
Dawn Harris  
Manager, Employee Relations

**FOR THE AMALGAMATED  
TRANSIT UNION, LOCAL 1574**

  
Miguel Navarro, Jr.  
President, Business Agent

  
Ernie Soleo  
Secretary-Treasurer

  
Oscar Rivas  
Vice President

  
Sharita Bolds  
Executive Board