

**COLLECTIVE BARGAINING  
AGREEMENT**

**San Mateo County Transit District**

**and**

**Transit Instructor Unit**

**International Brotherhood of Teamsters**

**Local 856**

**October 4, 2017– September 30, 2020**

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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 TEAMSTERS UNION LOCAL 856, 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 Transit Instructor (Instructor), excluding all other 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.

#### **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 that 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 in the Instructor bargaining unit - who are employed on and after the effective date of this Agreement shall, as a condition of continued employment become and/or remain members in good standing of the Union not later than the thirty-first (31st) day after becoming a member of the bargaining unit unless the employee is covered by Sections 2 or 3 of this Article.

**Section 2.** Notwithstanding Section 1, any employee may elect not to join the Union and to pay a monthly Organizational Service Fee to the Union. The Organizational Service Fee shall be established annually by the Union in accordance with applicable law. The Organizational Service Fee shall be the proportion of Union monthly dues, fees and assessments uniformly applied to all members that is attributable to chargeable expenses incurred by the Union.

The Union agrees to keep an adequate itemized record of its financial transactions and to retain a copy of its most recent financial statement. The Union will make available to all Union members the financial statement and operating statement prepared in the manner prescribed by Subparagraph (d) of Government Code Section 3502.5 covering all periods during which the Organizational Service Fees have been collected and received by the Union.

**Section 3.** Notwithstanding Section 1 of this Article above, an employee who demonstrates to the Union that he or she is a member of a bona fide religion, body or sect which has historically held conscientious objection to joining or financially supporting the Union shall be excused from joining the Union or paying the

Organizational Service Fee if such employee shall make a Qualified Charitable Contribution at the time and in the manner hereinafter described:

- a. Qualified Charitable Contribution shall be the payment of a sum equal to the amount of the Organizational Service Fee, which shall be paid in the amounts and at the times the Organizational Service Fee would otherwise be paid to the Union under this Article.
- b. Qualified Charitable Contribution shall be paid to any non-religious charity that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.
- c. Payment of the Qualified Charitable Contribution by the persons described in this Section shall be a condition precedent to continued employment. Upon request, the employee shall supply the District and the Union with an acknowledgment of receipt from the qualified charity, or other satisfactory evidence that the Qualified Charitable Contribution has been paid in a timely manner.

Any dispute between the Union and an employee as to whether an employee meets the eligibility requirements for payment of a Qualified Charitable Contribution shall, at the request of the Union or the affected employee, be decided by final and binding arbitration under the rules of the American Arbitration Association. Each party will bear one-half of the cost of arbitration.

**Section 4.** In the event an employee fails to apply for or maintain membership in the Union, or make payment as required by Sections 1 or 2 of this Article, the Union may notify the District and the employee, in writing, of such failure. The written notice shall set forth the dates and the amounts due the Union or charity, and any amounts paid by the employee and shall enclose a copy of this Article. Upon receipt of such notification, the District and the Union shall have five (5) working days during which to counsel the employee in order to secure the employee voluntarily becoming a member or maintaining membership in good standing of the Union, or making payments as required by Sections 1, 2 or 3 of this Article. If, within two (2) weeks following the conclusion of the counseling meeting, the employee fails to become a member or to maintain membership in good standing of the Union, or to make payment as required by Sections 2 or 3 of this Article, the Union may request in writing that the District terminate the employee's employment. If there is a dispute between the Union and the employee as to any payments due, the amount of the Organizational Service Fee being charged, the amount owed by the employee, or whether the employee is a member in good standing of the Union, the District shall not terminate the employee's employment until that dispute has been fully and finally resolved. If there is no such dispute or the

dispute is fully and finally resolved in the Union's favor, the District will terminate the employee.

**Section 5.** The District shall notify the Union, in writing on a monthly basis, of all new hires, transfers to and from the bargaining unit and termination of bargaining unit employees.

**Section 6.** The Union shall indemnify and hold the District harmless against any and all claims, suits, demands, charges, complaints or other causes of action, and any related damages, liability and attorneys' fees, arising out of any action taken or not taken by the District with respect to this Article.

## **ARTICLE 5. CHECK OFF**

The District will make deductions from wages payable to members of the Instructor bargaining unit for Union dues, Organizational Service fees, Union initiation fees and assessments applicable to all members, exclusive of fines or other similar charges. Annually, the authorized representative(s) of the Union will notify the District of the amount of the dues, fees and assessments to be paid by members of the bargaining unit and the period over which the deduction of the dues, fees and assessments will be made. The above-described deductions will only be made from the pay of those employees who furnish the District with a proper written authorization, with employee's signature, provided, however, that the individual employee may revoke the authorization upon written notice to the District if such notice is given within thirty (30) days prior to the employee's anniversary date of employment in any year. The District will promptly notify the Union if such authorization is revoked. The District will remit to the Union within seven (7) calendar days of the payday on which deductions are made, all dues, fees and assessments deducted.

The form authorizing payroll deductions for dues, fees and assessments as referred to above, shall read as follows:

I hereby authorize the San Mateo County Transit District to deduct from the biweekly wages due to me, the amount of the authorized Union dues, Organizational Service Fees, Union initiation fees and assessments applicable to all members, exclusive of fines or other similar charges in accordance with the Check-Off Article of the current Collective Bargaining Agreement between the District and Teamsters Union, Local 856.

Signed by: \_\_\_\_\_

Dated: \_\_\_\_\_

The District will keep the original signed form. Copies will be provided to the employee and the Union.



## **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. Upon arrival the employee of the Union will advise the Manager, Transit Operations Training or designee of the Union Representative's presence on the property.

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

**Section 1.** Each year the Union will inform the District, in writing, of the Business Agent(s), representative(s) and steward(s) who are authorized to represent employees and to act on behalf of the Union.

**Section 2.** The release of shop stewards from work to perform their duties will depend on the District's operational needs as determined by the District. If the District requests the presence of a steward or, if it is mutually agreed that the presence of the shop steward is necessary for resolution of the issue, it will be without loss of pay.

**Section 3.** A maximum of one (1) employee shall be released from work by the District to attend negotiations between the Union and the District. Negotiating on behalf of the Union shall be unpaid time. Absent unusual circumstances the Union will notify the Manager, Transit Operations Training or designee in writing at least one week in advance of the bargaining session of the name of the employee to be released to attend negotiations.

## **ARTICLE 8. NO DISCRIMINATION**

Neither the District nor the Union shall discriminate for or against any employee 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, DISCIPLINE AND DISCHARGE**

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

Newly hired employees and employees new to the bargaining unit shall be probationary employees. The probationary period will be the first ninety (90) calendar days of employment as an Instructor. The probationary period may be extended by reason of any absence occurring during the probationary period in an amount of time equal to the length of absence.

### **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. 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. The District may establish other reasonable rules of conduct applicable to all employees.

### **Section 3. 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 thirty (30) 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 District will notify the Union in writing of the discharge or suspension of any employee and, if it has not already done so, will furnish the employee and the Union with copies of all warning notices issued to employees. 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 4. Annual Performance Appraisal**

The District shall review and provide the employee with a copy of their annual written performance appraisal. Annual appraisal may be made the subject of review under the Grievance Article.

## **ARTICLE 10. SENIORITY**

### **Section 1. Definitions**

District Seniority is the first day as an employee on the payroll of the District. Bargaining Unit Seniority is the first day of regular employment in the Transit Instructor Bargaining Unit. Classification Seniority begins the first day in a specific job classification or, in an officially recognized predecessor position in the bargaining unit. Classification Seniority is cumulative of all time in the specific job classification.

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

All employees shall obtain seniority upon completion of the probationary period retroactive to 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**

Bargaining Unit Seniority will govern layoffs. Employees will be laid-off in inverse order of Bargaining Unit Seniority. The District will provide employees to be laid-off two weeks' written notice of layoff or two weeks' pay in lieu of such notice. All employees on layoff, who retain seniority under this Agreement, shall be recalled by Bargaining Unit Seniority. An employee on layoff will have the first opportunity to fill, by Bargaining Unit Seniority, an open position in the classification from which the employee was laid-off.

#### **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 forty (40) hours of pay for each full year of District seniority.
- 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 at least one week before 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 the Grievance Procedure Article in this Agreement.

## **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 on Union business to serve in a full-time Union position.

## **Section 9. Seniority Lists**

The District will provide the Union with seniority lists for employees within the bargaining unit.

- a. Within ten (10) days of ratification of the initial collective bargaining agreement, the District will post the following seniority lists on the bulletin board at North Base Training: District Seniority List, Bargaining Unit Seniority List and Classification Seniority List. If the Union or anyone in the bargaining unit disagrees with the information contained in any of the lists, a grievance must be filed with the District within thirty (30) days of the posting of the seniority lists. If no grievance is filed, the seniority lists will be final and binding on the parties for all purposes under the collective bargaining agreement.

Within ten (10) days of an individual becoming employed in a classification in the bargaining unit, the District will calculate the employee's revised seniority dates. The District will post the revised seniority list(s) on the bulletin board. If the Union or anyone in the bargaining unit disagree with the revisions to the seniority list(s) a grievance must be filed within thirty (30) days of the date the revised seniority list(s) are posted. If no grievance is filed, the revisions to the seniority list(s) will be final and binding on the parties for all purposes under this Agreement.

- b. 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 shall at the same time forward to the Union the names of employees transferred to or from the bargaining unit and the effective date or dates of transfer.

## **Section 10. Transfer Out of Bargaining Unit**

Seniority shall be retained but shall not continue to accrue during the time an employee is in a position outside of this bargaining unit within the District. An employee accepting a position outside of this bargaining unit will have the right to return to this bargaining unit only once. The return to their previous classification must be within six (6) months of the transfer provided the District has determined that there is a position to be filled.

## **ARTICLE 11. Commercial License, Physical and Fitness for Duty Examinations**

### **Section 1. Commercial License**

The District requires a valid and properly endorsed class A or class B commercial licenses for members of the bargaining unit. Any employee required as a condition of employment to possess a Class A or B commercial driver's license (with air-brakes), a Passenger Transport Endorsement, a medical certificate 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 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. Employees are responsible to insure that their licenses and other required documents are valid, timely and properly renewed.

### **Section 2. Physical Examinations**

Pre-employment physical examination and other physical examinations thereafter 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. No employee shall suffer any loss of earnings from the District as a result of time spent in such physical examinations, but otherwise time spent in physical examinations shall not be paid time. No physical examinations will be scheduled on an employee's day off unless the employee so desires.

### **Section 3. Fitness for Duty Examinations**

To the extent permitted by law the District reserves the right to require fitness for duty examinations.

## **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. FAMILY TRANSPORTATION**

Employees who have completed their probationary period, their spouse or domestic partner (as defined elsewhere in this CBA) 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 and Caltrain.

#### **ARTICLE 14. VACATION, FLOATING HOLIDAY AND OTHER TIME OFF**

Requests for Floating Holidays and Paid Time Off for vacations and other time off may be granted, depending on staffing concerns. No more than one Instructor shall be approved time off at a time. This restriction does not apply to situations involving leaves of absence. Requests will be considered on an informal basis. The tie-breaker shall be Bargaining Unit Seniority.

#### **ARTICLE 15. 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. 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 bargaining unit employees in the maximum amount of fifty thousand (\$50,000) dollars.

## **ARTICLE 16. 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 17. 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. Employees on leave who receive workers' compensation benefits are not required to complete leave request forms. 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) Workers' Compensation 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) Personal 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) month. The District may require medical evidence of the need for the leave and of the employee's fitness to perform essential functions of his or her job before the employee is permitted to return to work.

**(c) Leaves Required by State and/or Federal Law**

The District provides pregnancy disability leave, family and medical leave, military leave, and other leaves 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 leave for up to one (1) employee designated by the Union to permit them to serve the Union.

An employee, who prior to taking a medical leave exceeding two weeks, has bid a vacation and has made airline reservations or otherwise prescheduled the vacation, who as a result of the medical leave does not have sufficient PTO to take the bid vacation will be granted an unpaid leave of absence of up to ten (10) days for the portion of the vacation not covered by accrued PTO.

**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, State Disability Insurance or Paid Family Leave. Whether the employee continues in pay status or received 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 medical, dental and vision benefits by making the entire contribution during such leave. Employees who are on leave of absence as provided by Section 1(a) above shall have their medical, dental and vision coverage continue for the first six (6) months of such leave by making their regular contribution and thereafter shall be allowed to continue their medical, dental and vision coverage by making the entire contribution for the remainder of the leave. Employees who are on a leave of absence as provided by Section 1(b) above shall have their medical, dental and vision coverage continue for the first four (4) months of such leave by making their regular contribution and thereafter shall be allowed to continue their medical, dental and vision coverage 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 medical, dental and vision coverage by making their regular contribution 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 18. BULLETIN BOARDS**

The Union shall have one locked, glass-enclosed bulletin board at North Base in the Instructor's area 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 19. MANDATORY APPEARANCES**

Any employee assigned by the District to appear in court, to attend depositions, to attend arbitrations, or to consult with the District's legal counsel shall suffer no loss of pay for such time expended and shall be compensated per the terms of this Agreement.

## **ARTICLE 20. VACANCIES IN THE BARGAINING UNIT**

When the District decides that a position in the bargaining unit is vacant and it decides to fill the vacancy the District shall use a competitive process to select the most qualified applicant to fill the position, with preference to current District employees, before considering outside applicants.

## **ARTICLE 21. REST BREAKS AND MEAL PERIODS**

**Breaks:** Instructors shall take two fifteen (15) minute paid breaks during their regular shift.

**Meal Periods:** Instructors will receive an unpaid thirty-minute meal period during their regularly scheduled shift.

Rest breaks and meal periods shall not be scheduled or used so as to shorten the work day or lengthen the meal period.

## **ARTICLE 22. SHIFTS, WORK ASSIGNMENTS AND OVERTIME**

Shifts, work assignments and overtime outside the Transit Instructor's normal shift will be assigned on a rotational basis starting with the Transit Instructor with the greatest bargaining unit seniority. Within the Transit Instructor's normal shift, assignments will be based solely upon the District's assessment of the Transit Instructor's skills and experience and the operational needs of the District.

## **ARTICLE 23. WAGES**

### **Section 1. Wage Progression**

All employees will be placed in the progression steps and will advance through the progression steps on the anniversary of their bargaining unit seniority date. Progression steps to be established as the following percentages of top rate (to be rounded to the nearest penny):

First six months following completion of training	75%
Second six months (7th -12th month)	80%
Next twelve months (13th – 24th month)	85%
Next twelve months (25th – 36th month)	90%
Next twelve months (37th – 48th month)	95%
49th month and beyond	100%

**Wage Rates**

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

	10/01/17	9/30/18	9/29/19
Transit Instructor	\$45.92	\$46.84	\$47.77

First Year Wages:

Upon ratification by Teamsters Local 856 and the District’s Board of Directors, the top wage rates shall be increased by three percent (3%).

Second Year Wages:

Effective September 30, 2018 the top wage rates will be increased by two percent (2%). If the District’s San Mateo County Sales Tax revenues increases for the calendar year ending on December 31, 2017 (compared to the year ending on December 31, 2016), bargaining unit employees will receive an additional one percent (1%) increase so that the maximum wage increase in the second year is three percent (3%).

Third Year Wages:

Effective September 29, 2019 the top wage rates will be increased by two percent (2%). If the District’s San Mateo County Sales Tax revenues increases for the calendar year ending on December 31, 2018 (compared to the year ending on December 31, 2017), bargaining unit employees will receive an additional one percent (1%) increase so that the maximum wage increase in the third year is three percent (3%).

If a condition is not satisfied in either the second or third year of the Agreement and the administrative employee group receives an across- the- board increase that is greater than the wage increase received by the bargaining units in either year 2 or 3 of the Agreement, the bargaining units will receive the same increase.

**Section 2. Other Pay**

Whenever a Transit Instructor is assigned by the Manager to perform a special project outside his/her job description responsibilities, requiring a skill set consisting of higher level duties that is generally compensated at a higher rate of pay, that Transit Instructor will be compensated at a rate of five percent (5%) of his/her straight time pay for all hours worked on the project.

Whenever a Transit Instructor serves in an acting capacity at the direction of the Manager he/she shall receive a premium of ten percent (10%) of his/her straight time

pay for all hours worked in the acting capacity. In order to qualify for acting pay the employee must work in that capacity for at least one work week.

### **Section 3. Shift Differentials**

Employees who are assigned shifts which begin at or after 2:00 p.m. and before 10:00 p.m. will 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 (10%) of their straight time hourly rate.

### **ARTICLE 24. OVERTIME**

Overtime shall be paid at time and one-half the straight time rate for all time worked in excess of eight (8) hours in a day and in excess of forty (40) hours per week for all employees.

### **ARTICLE 25. PREPARATION TIME**

Transit Instructors will be provided sufficient preparation time before the delivery of instruction in accordance with the Operations Department's Standard Operating Procedure: Transit Instructor Preparation Time.

### **ARTICLE 26. UNIFORM/DRESS ALLOWANCE**

Employees are expected to present a clean, neat and professional appearance consistent with District uniform/dress standards. Employees will be provided an annual uniform/dress allowance in the amount of five hundred dollars (\$500) which shall be paid in January of each year.

### **ARTICLE 27. HOLIDAYS**

#### **Holidays Observed**

Employees shall be entitled to the following paid holidays as observed by the District:

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

Any holiday which falls on a Sunday shall be observed by the District on the following Monday.

#### **Floating Holidays**

Each new 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. Newly hired 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. Newly hired

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 completed one or more years of employment at the time of the floating holiday bid will be entitled to a fifth (5th) floating holiday.

### **Qualifications and Pay for Holidays**

Employees shall be paid eight (8) hours for each observed holiday and/or floating holiday.

All employees who qualify for holiday pay (floating and observed) shall receive eight (8) hours pay at the straight time rate.

Employees not scheduled to work the observed holiday, to qualify for holiday pay, must be on an active pay status or must work both the last regular scheduled work shift preceding the observed holiday and the first regularly scheduled work shift following the observed holiday.

Full-time employees who work as scheduled the day the holiday is observed shall receive their regular rate of pay for all hours worked that day plus eight (8) hours of holiday pay at the straight-time rate. Employees who fail to report to work as scheduled on the observed holiday will not be paid holiday pay and will be paid or not paid time off (PTO) according to the pay practice applied to the Bus Transportation Supervisory Unit.

## **ARTICLE 28. BENEFITS**

If, during the term of this Agreement (2017-2020) 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 and an employee contribution. The District's fixed employer contribution to monthly medical premiums, the Full-time employee contribution and the Full-time employee's cafeteria benefit for 2018 are listed below.

<b>CalPERS 2018 Premiums</b>	<b>Full Monthly Premiums</b>	<b>District Contribution</b>	<b>FT EE Contribution 10%</b>	<b>Cafeteria Employee Benefit</b>
Anthem HMO Select EE Only	\$ 856.41	\$ 476.48	\$ 85.64	\$ 294.29
Anthem HMO Select EE +1	\$ 1,712.82	\$ 952.97	\$ 171.28	\$ 588.57
Anthem HMO Select EE +2	\$ 2,226.67	\$ 1,238.86	\$ 222.67	\$ 765.14
Anthem HMO Traditional EE Only	\$ 925.47	\$ 476.48	\$ 92.55	\$ 356.44
Anthem HMO Traditional EE +1	\$ 1,850.94	\$ 952.97	\$ 185.09	\$ 712.88
Anthem HMO Traditional EE +2	\$ 2,406.22	\$ 1,238.86	\$ 240.62	\$ 926.74
Blue Shield Access + EE Only	\$ 889.02	\$ 476.48	\$ 88.90	\$ 323.64
Blue Shield Access + EE +1	\$ 1,778.04	\$ 952.97	\$ 177.80	\$ 647.27
Blue Shield Access + EE +2	\$ 2,311.45	\$ 1,238.86	\$ 231.15	\$ 841.45
HealthNet EE Only	\$ 863.48	\$ 476.48	\$ 86.35	\$ 300.65
HealthNet EE+1	\$ 1,726.96	\$ 952.97	\$ 172.70	\$ 601.29
HealthNet EE+2	\$ 2,245.05	\$ 1,238.86	\$ 224.51	\$ 781.69
Kaiser, CA EE Only	\$ 779.86	\$ 432.06	\$ 77.99	\$ 269.81
Kaiser, CA EE +1	\$ 1,559.72	\$ 864.11	\$ 155.97	\$ 539.64
Kaiser, CA EE +2	\$ 2,027.64	\$ 1,123.34	\$ 202.76	\$ 701.54
PERS Choice PPO EE Only	\$ 800.27	\$ 476.48	\$ 80.03	\$ 243.76
PERS Choice PPO EE +1	\$ 1,600.54	\$ 952.97	\$ 160.05	\$ 487.52
PERS Choice PPO EE +2	\$ 2,080.70	\$ 1,238.86	\$ 208.07	\$ 633.77
PERS Select PPO EE Only	\$ 717.50	\$ 476.48	\$ 71.75	\$ 169.27
PERS Select PPO EE +1	\$ 1,435.00	\$ 952.97	\$ 143.50	\$ 338.53
PERS Select PPO EE +2	\$ 1,865.50	\$ 1,238.86	\$ 186.55	\$ 440.09
PERS Care PPO EE Only	\$ 882.45	\$ 476.48	\$ 88.25	\$ 317.73
PERS Care PPO EE +1	\$ 1,764.90	\$ 952.97	\$ 176.49	\$ 635.44
PERS Care PPO EE +2	\$ 2,294.37	\$ 1,238.86	\$ 229.44	\$ 826.07
United Healthcare EE Only	\$ 1,371.84	\$ 476.48	\$ 137.18	\$ 758.18
United Healthcare EE +1	\$ 2,743.68	\$ 952.97	\$ 274.37	\$ 1,516.34
United Healthcare EE +2	\$ 3,566.78	\$ 1,238.86	\$ 356.68	\$ 1,971.24
Western Health Advantage EE Only	\$ 792.56	\$ 476.48	\$ 79.26	\$ 236.82
Western Health Advantage EE +1	\$ 1,585.12	\$ 952.97	\$ 158.51	\$ 473.64
Western Health Advantage EE +2	\$ 2,060.66	\$ 1,238.86	\$ 206.07	\$ 615.73

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 ninety percent (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.

Employees who select a plan other than a PERS Bay Area HMO plan will be responsible for the additional premium contribution.

**(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 one hundred percent (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**

Any full-time employee who is eligible but who elects not to participate in a PERS medical (must satisfy PERS eligibility to waive coverage) insurance program 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).

## **Section 2. Retiree Medical Reimbursement Trust**

The District has established 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).

## **Section 3. Retiree Medical Review Committee**

The District has established 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 annual contribution by the District will increase by two hundred thousand dollars (\$200,000) 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 (2) years.

## **Section 4. Life Insurance**

All full-time employees will be covered by a group life plan at no cost to the employee. The amount of the benefit provided will be based upon the employee's base wages for the last twelve months actually worked preceding death.

## **Section 5. Vision Benefits**

The District shall maintain the current vision plan with benefits equivalent to Vision Service Plan B, twenty dollar (\$20.00) deductible plan for full-time employees. The District will continue to contribute one hundred percent (100%) of the premium for full-time employees. The District reserves the right to change carriers provided, however, that any change in carriers shall not effect a reduction in the vision benefits.

## **Section 6. Dental Benefits**

The District shall maintain the current dental plan at the eighty percent (80%) level dental benefits (currently provided by Delta Dental) that waives the deductible for diagnostic and preventive services. The District will continue to contribute one hundred percent (100%) of the premium for full-time employees. The District shall maintain the present orthodontia coverage on a fifty percent (50%) co-payment basis with a lifetime maximum of fifteen hundred dollars (\$1,500.00) per covered individual. The District reserves the right to change carriers provided, however, that any change in carriers shall not effect a reduction in dental benefits.

## **Section 7. Retirement Benefits – California Public Employees Retirement System**

### **(a) Retirement Formula**

Full-time employees of the District shall continue as members of the District's current California Public Employees Retirement System (PERS) Contract to provide for 2% at 55 or 2% at 60 Supplemental or Modified Formula for Local Miscellaneous Members.

Full-time employees hired after January 1, 2013, who are new members of the PERS retirement system, will participate only in the 2% at 62 retirement plan as required by law.

### **(b) Employer Paid Member Contributions**

The District shall continue to pay the employee's portion of the Employer Paid Member Contribution for both full-time and part-time employees subject to the following:

Employees pay four percent (4%) of the employee contribution to the PERS retirement system.

Effective June 30, 2013, employees will pay five percent (5%) of reportable compensation to the PERS retirement system.

Effective June 26, 2016, employees will pay an additional one (1) percent contribution to the PERS retirement system.

Employees hired after January 1, 2013, who are new members of the PERS retirement system, shall pay 6.25 % of reportable compensation to the PERS retirement system (an amount set at 50 percent of expected total normal cost rate). The employee contribution rate shall be established by PERS.



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

The District shall provide the Pre-Retirement Option 2 Settlement Death Benefit in PERS.

**Section 8. 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**

Employees may include a domestic partner in the District's medical, 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.

## **ARTICLE 29. PAID TIME OFF**

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

Full-time employees initially 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, full-time 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, full-time 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, full-time 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 have been on leave in excess of 90 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 (except furlough days). 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 in accordance with the Shift Bidding and Time Off Article of this Agreement. 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.

**(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. Bereavement leave shall be limited to a death in the employee's close family and shall not exceed three (3) consecutive calendar days. The employee's "close family" is limited to the employee's spouse, domestic partner, 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 on their recorded line as directed by the District (or such other method of notification as may be hereafter established by the District) with sufficient time under the circumstances to allow the District to find a replacement.

The District will supplement any State Disability Insurance, Paid Family Leave or Workers' Compensation to which the employee is entitled, up to a full day's pay, from the employee's accumulated Paid Time Off.

The District requires an employee who has been off work for more than five (5) work days due to illness or injury or who has been hospitalized (including Emergency Room) to provide a note/certification from their treating physician indicating that the employee has been released to return to work. The certificate/note should only state that the employee was unable to work due to illness or injury, the period of disability and whether or not the employee has been released to return to work with or without restrictions.

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

All uses of Paid 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 Buy Back Program**

Employees may elect to buy back PTO once per calendar year. To be eligible the employee must have utilized at least eighty (80) hours of PTO in the twenty-six (26) pay periods preceding the request. Program participants must maintain a balance of two hundred and forty (240) hours of PTO. PTO Buy 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 buy-back. Payment of PTO under the buy-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 purchased under the program is not subject to PERS withholding or counted as wages for retirement calculation purposes.

PTO buy-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 buy-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 buy 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.

**ARTICLE 30. 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 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.

- 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.

## **Section 2. Grievance Procedure**

### **a. Step One**

Written grievances shall first be presented to the Manager, Transit Operations Training or designee. Grievances affecting more than one Instructor shall be presented initially at Step One to the Director, Bus Transportation. 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, 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 or other documents relevant and necessary to effective consideration of the grievance. Any resolution of the grievance to be effective shall be in writing. 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 after the date of the Step One meeting.

### **b. Step Two**

Within five (5) calendar days 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 Representative shall, within ten (10) calendar days, 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 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**

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 following the unsatisfactory decision of the Director, Human Resources or designee.

The District's Director, Human Resources, or designee, and the Union Representative, 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 a Union Representative, the District Director, Human Resources, or designee, and John Kagel, neutral arbitrator.
- b. The Accelerated Arbitration Panel shall meet each month at a regularly-scheduled time 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 (1½ ) 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 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 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 of the last appointment, one shall be selected by the alternate striking of names, with the representative of the party requesting arbitration striking first, from the following list of names:

Thomas Angelo  
Andrea Knapp  
C. Allen Pool  
Geraldine Randall  
Frank Silver

- 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 only be waived by the written agreement of the District and the Union. Failure by the Union to appeal a grievance within the prescribed time limit 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 shall be conclusively considered as accepting the validity of the grievance and shall result in the implementation of the relief sought therein.

### **ARTICLE 31. GENERAL PROVISIONS**

#### **Section 1. Severability**

To the extent that any terms or provisions of this Agreement are in conflict or are incompatible with regulations or laws currently in effect or enacted during the term of this Agreement, they shall be severed from the Agreement but all other terms and conditions of this Agreement shall remain in full force and effect.



## **Section 2. Integration**

This contract contains all of the agreements, stipulations, and provisions agreed upon by the parties hereto. This Agreement may be amended or supplemented only by a written agreement signed by authorized representatives of both parties. No other writing and no oral communication of any kind shall have the effect of amending or supplementing this Agreement in any way.

## **Section 3. Successorship**

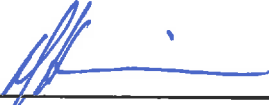
This Agreement will be binding upon the successors and assigns of the parties. Except as otherwise provided by state or federal law, any person, enterprise, body or agency whether publicly or privately owned, which shall undertake the management or operation of the transit system, shall agree to be bound by the terms of this Agreement.

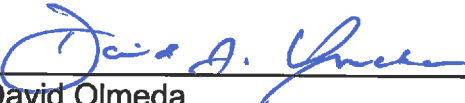
## **ARTICLE 32. DURATION OF AGREEMENT**

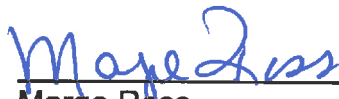
The Agreement shall be effective upon ratification by both parties and will remain in effect until September 30, 2020. This Agreement will be automatically renewed from year to year, unless either party serves upon the other ninety (90) days prior to the expiration date, written notice of a desire to modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.


FOR THE SAN MATEO COUNTY  
TRANSIT DISTRICT

  
\_\_\_\_\_  
Dawn Harris  
Manager, Employee Relations  
Dated: 8/16/18

  
\_\_\_\_\_  
David Olmeda  
Chief Operating Officer, Bus  
Dated: 8/16/18

  
\_\_\_\_\_  
Margo Ross  
Director, Bus Transportation  
Dated: 8/16/18

FOR THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS  
LOCAL 856

  
\_\_\_\_\_  
Peter Finn  
Principal Officer  
Dated: 8/9/18