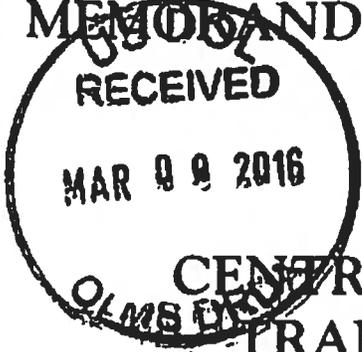


K# 840258

542-904

MEMORANDUM OF UNDERSTANDING



between

CENTRAL CONTRA COSTA
TRANSIT AUTHORITY

and

AMALGAMATED TRANSIT UNION
Local 1605, AFL-CIO
Bus Operators



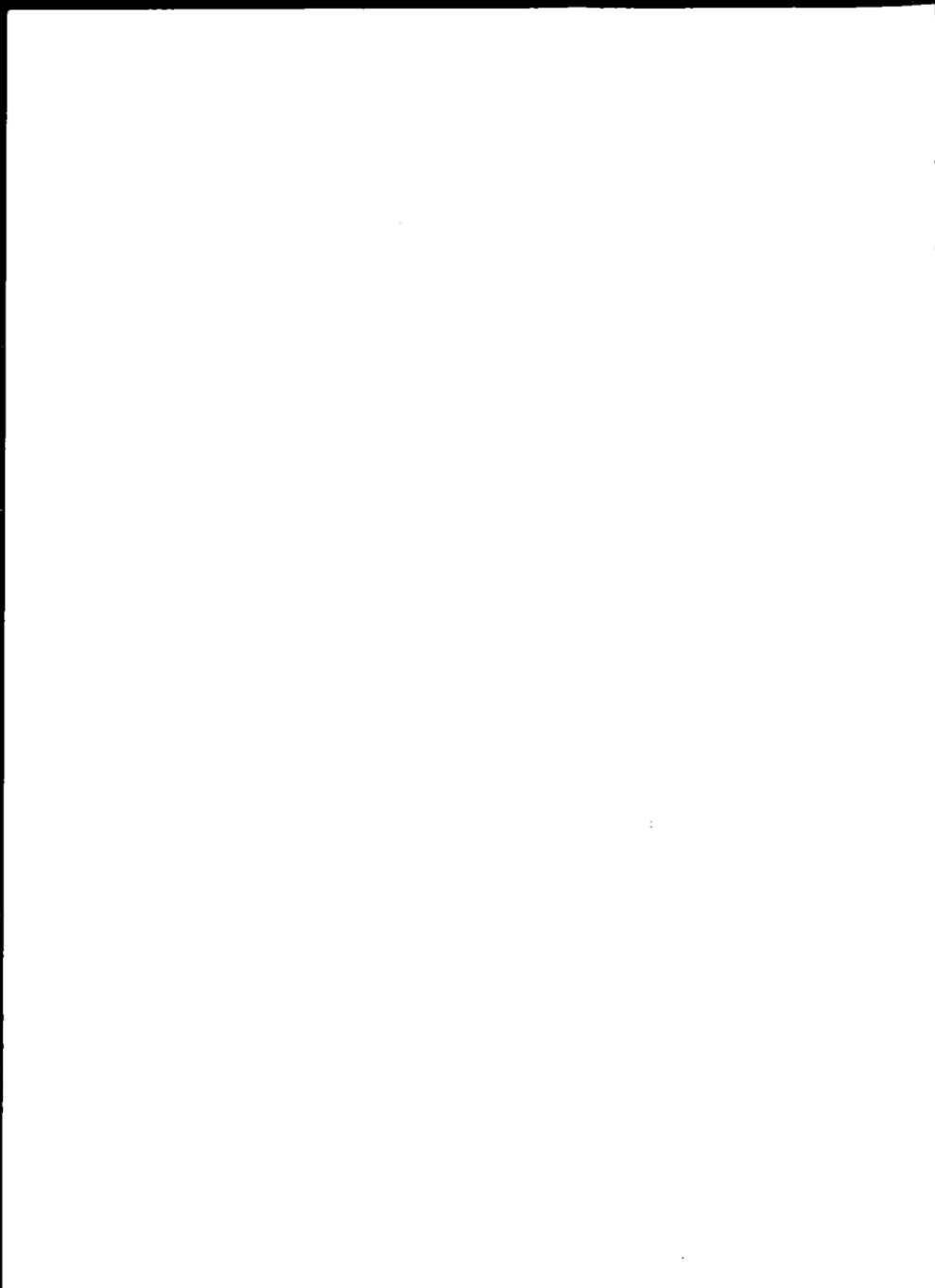
For the Term of
February 1, 2013 through January 31, 2016

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ARTICLE 1
Preamble

- 1.01** This Memorandum of Understanding ("MOU") has been prepared to meet the requirements of the California Government Code Section 3500, et seq. This MOU is made and entered into between Central Contra Costa Transit Authority, herein called Agency, and Amalgamated Transit Union Local 1605 AFL-CIO, herein called Union.

ARTICLE 2
Recognition

- 2.01** Pursuant to the provisions of the Agency Employee Relations Resolution (hereinafter "Employee Relations Resolution") of (date plus amendments) and applicable state law, the Union, on or about December 17, 1985, was certified by the State Conciliation Service as the exclusive representative and Employee Organization of all operators of the Agency in the unit established pursuant to the Employee Relations Resolution excluding other personnel, management, supervisory, professional and confidential employees. The term "employee" or "employees" as used herein shall refer to employees employed by the Agency in the unit in the classifications set forth in Article 56, Basic Wage Rates.
- 2.02** The Agency recognizes the Union as sole and the exclusive collective bargaining representative with respect to rates of pay, hours of employment and working conditions for all Agency employees within the unit.
- 2.03** The Union's President, Business Agent, Vice-President and/or stewards, or any employee representative duly appointed by the President-Business Agent in writing, shall have the authority to represent the employee and/or the Union in any grievance and resolve any issues under the MOU.

ARTICLE 3
Nondiscrimination

- 3.01** The parties mutually recognize and agree to protect the rights of all employees hereby to join or participate in protected Union activities or to refrain from joining or participating in protected activities in accordance with the Meyers-Milias-Brown Act and the Employee Relations Resolution.
- 3.02** The parties agree that they shall not discriminate against any employee because of race, creed, color, sex, age, national origin, political affiliation, disability or sexual orientation.
- 3.03** Pronouns used herein shall refer to both males and females.

ARTICLE 4
Mutual Obligations

- 4.01** The obligation that rests with the Agency to provide and upon the employees of the Agency to render honest and efficient service is recognized by the Agency and the Union. A spirit of cooperation between the employees and the Agency is essential to efficient

operations, and both the Agency and the Union shall so conduct themselves as to promote that spirit. The responsibility for successful operation rests equally with the Agency and the Union. In this spirit, the Agency and the Union are desirous of effectuating an MOU which will:

- A. Provide rates of pay and define rules and working conditions for employees represented by the Union;
- B. Provide for the fair treatment of said employees;
- C. Provide for the prompt and fair disposition of all grievances or disputes which may arise out of the application or interpretation of this MOU;
- D. Provide for such other arrangements as may be deemed advisable by the parties to this MOU in order to safeguard their respective interest, and establish and maintain harmonious relationships;
- E. Foster public sentiment favorable to the operations of the Agency.

ARTICLE 5 Management Prerogatives

5.01 In addition to the management prerogatives set forth in the Employee Relations Resolution, the Agency shall have the following management prerogatives:

- A. The Agency is vested exclusively with the right to set policy and manage the affairs and activities of the Agency in light of good judgment and changing conditions including determination of the type, kind and level of service to be rendered and the type of equipment used, to direct the work force, determine the number of employees, assign work, including overtime as required, hire, promote, reclassify or transfer employees, to apply principles of progressive discipline, or discipline employees for just and sufficient cause, implement layoffs, and to otherwise carry out its managerial responsibility to operate the transit system safely, efficiently and economically.
- B. All matters pertaining to the management of operations including the type and kind of service to be rendered to the public and the equipment used, the maintenance of discipline and efficiency, the hiring, promotion, and transfer of employees and their discharge or discipline for just and sufficient cause, are the prerogatives of the Agency subject always to such limitations thereon as are set forth elsewhere in this MOU. The Transportation Department will consider input from the ATU Equipment Committee in selecting and ordering buses or equipment in the driver's compartment.
- C. The management of the Agency retains all rights to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers, rights or authority which the Agency has not officially and expressly abridged, delegated or modified by this MOU.

- D. The Agency and the Union agree that any of the above stated Management Prerogatives that are inconsistent with or in conflict with this MOU, shall be considered modified by such express language.
- E. Any claim that the Agency's exercise of any prerogative of management or promulgation or enforcement of any rule affecting rates of pay, hours of employment and all written terms and working conditions of any Agency employee within the unit is violative of any provision of this MOU may be made the subject of a grievance. All such claims must describe the Agency action, the manner in which it affects rates of pay, hours of employment and/or working condition of employees in the unit and how it violates the MOU.

ARTICLE 6 **Strike**

- 6.01 The Union recognizes the duty and obligations of its representatives and members to comply with the provisions of this MOU. It is agreed and understood that during the term of this MOU, there will be no concerted activities by the Union, it's officers or members which would interfere with the operations of the Agency, including but not limited to: strike, work stoppage, slowdown, sick-out, picketing, refusal or failure to fully and faithfully perform job functions and responsibilities.
- 6.02 In event of strike, work stoppage, slowdown, or other interference with the operations of the Agency by employees who are represented by the Union, the Union agrees in good faith to take all steps to strongly urge employees to stop such action.
- 6.03 It is agreed and understood that any employee violating this Article, may be subject to disciplinary action up to and including loss of pay and/or termination by the Agency, in accordance with the provisions set forth in Article 10.
- 6.04 During the term of this MOU, the Agency shall not cause or permit any lock out of any employees covered by this MOU.

ARTICLE 7 **Severability**

- 7.01 If for any reason, any section, part, term or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future applicable decision, law or regulation of a court, State and/or Federal agency having valid jurisdictions, such section, part, form or provision shall be considered severable. Such determination shall not impair the operation or affect the remaining portions, sections, parts, terms or provisions of this MOU, and the latter will be continued in full force and effect.
- 7.02 The parties shall meet and confer pursuant to Meyers-Milias-Brown Act concerning any section, part, term or provision that is severed under Section 7.01.

ARTICLE 8
Access to Work Locations

- 8.01** Reasonable access to employee work locations shall be granted officers or representatives of the Union as specified in the official list from the President, Business Agent and/or Vice President of the Union and their officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning any business matter within the scope of representation.

ARTICLE 9
Dues and Payroll Deduction

- 9.01** Agency shall deduct dues on a regular basis from the pay of all employees in classifications and positions recognized to be represented by the Union who voluntarily authorize such deduction in writing, on a form to be provided by the Union for this purpose which is mutually agreed to by the Union and Agency.
- 9.02** The Union shall, at its own cost, hold harmless, defend and indemnify the Agency against any claims or suits based upon the Agency's activities under Sections 9.01 and 9.05.
- 9.03** The Union agrees to furnish the Agency with an up-to-date list of all its officers, business agents and stewards and to immediately notify the Agency of any and all changes thereto.
- 9.04** Agency shall deduct dues from the first pay period received by the employees each month. Agency shall forward to Union said dues deduction within seven (7) calendar days after the pay day.
- 9.05** The Agency shall deduct contributions to the ATU Committee on Political Education (COPE) on a regular basis from the pay of all employees in classifications and positions recognized to be represented by the Union who voluntarily authorize such deduction in writing, on a form to be provided by the Union for this purpose which is mutually agreed to by the Union and Agency. The Agency shall deduct COPE contributions from the first pay period each month. The Agency shall forward to ATU COPE at the ATU International Offices said contributions by the first (1st) day of the month following the month of the contribution. Employees who wish to stop payroll deductions for COPE contributions must inform the Agency in writing.

ARTICLE 10
Grievance Procedure

10.01 GENERAL PROVISIONS

- A.** No employee will be disciplined, discharged, nor will adverse entries be made in his or her personnel record except for just and sufficient cause.
- B.** The grievant may be present or not be present at the steps of the grievance procedure, although the Agency may require the grievant to be present at any step of the procedure. If the Authority requires the attendance of a grievant at a step

meeting, the grievant will be paid for scheduled work time lost. An aggrieved employee shall have the right to be represented by the designated steward or employee representative at any step in the grievance procedure.

- C. Failure of either party to comply with time limits as set forth in this Article 10 will result in the grievance being settled in favor of the other party. Upon written mutual agreement of both parties, time limits may be extended or modified.
- D. Grievances concerning disciplinary action resulting in the discharge of an employee shall be treated as all other grievances except that Step 1 of Section 10.03 shall be omitted and said grievance shall be presented in writing within five (5) working days of the discharge pursuant to Step 2 of Section 10.03.
- E. A copy of any grievance filed by a grievant shall be submitted to the Union prior to the Step 1 meeting. A copy of any grievance filed must be delivered to dispatch. If all proper procedures are followed and the grievance complies with Article 10.02(B), the grievance must be heard by the Agency.
- F. The Agency shall provide to the Union access, for examination or review, all the records and documentation upon which it is relying prior to the Step 1 meeting. If the Agency's investigation is not complete at the time of the Step 1 meeting, or at any other meeting, the obligation to provide such documentation to Union is acknowledged by the Agency to be continuing.
- G. If the Authority requires the attendance of a grievant at a step meeting and that meeting is cancelled with one hour or less notice by the Agency, employee/grievant will be paid for scheduled work time lost.

10.02 DEFINITION

- A. A "grievance" is defined as:

An alleged violation of the provisions of this MOU, any supplemental MOU, Agency written personnel rules and regulations, departmental rules and regulations, discipline, and other policies and practices.
- B. The grievance shall be in writing and contain a precise statement of the facts giving rise to the grievance, the MOU provisions alleged to have been violated, the date of the alleged violation(s), the issue(s) in dispute and the remedy sought. Any issue not contained in the written grievance will not be considered.
- C. A working day is considered to be Monday through Friday except for holidays, as defined in Article 23 of this MOU.

10.03 PROCEDURE

Any grievance which arises between the parties will proceed in the following manner:

Step I.

The grievance shall be reduced to writing on a form to be provided by the Union, shall be delivered to dispatch and referred to the Transportation Manager or designee within five (5) working days of the occurrence of the grievance or within five (5) working days of the time the grievant may reasonably be expected to have had knowledge of the grievance. The Transportation Manager or designee shall meet with the grievant and the Union representative to attempt to resolve the grievance within five (5) working days of the date of receipt of the grievance by Agency except in unusual circumstances when upon notice to the Union the Agency may extend the first step meeting to ten (10) days. The Transportation Manager or designee shall respond in writing to the grievant within five (5) working days of the meeting except upon notice to the Union the Agency may extend the first step response to ten (10) working days. A copy of the grievance and the Transportation Manager's response shall be submitted to the Union.

Step II.

If the grievance has not been resolved in Step I to the satisfaction of the grievant, it shall be delivered to dispatch and referred outside the Transportation Department to the Human Resource Manager or designee, within five (5) working days after the date of the Transportation Manager's response under Step I. The Human Resource Manager or designee shall meet with the grievant and Union representative to attempt to resolve the grievance within five (5) working days of the date of receipt of the grievance. The Human Resource Manager shall respond in writing to the grievant within five (5) working days of the meeting.

Step III.

If the grievance has not been resolved in Step II to the satisfaction of the grievant, it shall be delivered to dispatch and referred to the General Manager or designee, within five (5) working days after the date of the response of the Human Resource Manager or designee under Step II. The General Manager, or designated representative, shall meet with the grievant and the Union representative to attempt to resolve the grievance within five (5) working days. The General Manager shall respond in writing to the grievant within five (5) working days of the meeting. The written decision of the General Manager shall be final except as noted below.

10.04 ARBITRATION

Any grievance which has not been satisfactorily adjusted at Step III may be submitted by the Union, but not an individual employee, to arbitration as set forth in this section.

Within thirty (30) calendar days of the receipt of the decision of the General Manager or his designee in Step III, the Union shall give written notice to the Agency and request a list of arbitrators pursuant to Article 10.04(A), if it desires to arbitrate the matter. Upon receipt by the Agency of the Union's request for arbitration, the arbitrator shall be selected in the following manner:

- A. The Union shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) arbitrators qualified to hear the dispute and the selection of such arbitrator shall be by the alternate striking of names. The decision as to which shall be first to start the elimination proceedings shall be determined by lot.
- B. Unless otherwise agreed to, the arbitrator shall render the decision in writing. The sole function of the arbitrator shall be to interpret the express terms of this MOU and apply them to the facts presented at the hearing. The arbitrator shall have no power or authority to change, modify, ignore, add to, delete from or otherwise alter the MOU; nor to go beyond the issue(s) raised by the grievance. If such decision is in conformity with the powers granted the arbitrator herein, it shall be final and binding on the parties.
- C. The cost of the arbitration proceedings, including the expense and compensation of the arbitrator, and the rental of facilities, and a transcript if requested, shall be borne equally by the Agency and the Union. All other expenses will be borne by the party incurring them. The cost of a transcript will be borne by the party requesting it, except if the other party requests a copy of the transcript in which case the cost of the transcript shall be borne equally by both the Agency and the Union.

10.05 RESOLVING

The procedure set forth in this Article 10 shall be the exclusive method of resolving grievances.

- 10.06 Any employee who has been reinstated after termination shall be returned to his/her assignment and the employee who had filled the assignment shall return to the extra board. If a bid has occurred during the time the employee was on termination, that employee, when reinstated, shall go to the extra board.
- 10.07 By mutual written agreement of the parties, any grievance may be expedited directly to arbitration.
- 10.08 Both parties agree that arbitrations shall be scheduled and occur within six (6) months of the date the Union notifies the agency of its desire to arbitrate the dispute. If an arbitrator is unable to schedule and conduct a hearing within the six-month period, either party may contact the FMCS and request another list of seven arbitrators. The new arbitrator will be selected in accordance with the alternate strike procedures set forth in Article 10.04(A).

ARTICLE 11

Information to be Furnished to the Union

- 11.01 The Union shall receive a copy of any charges filed by the Agency against any employee of the unit represented by the Union and a copy of any written decision regarding discipline of any employee of the unit represented by the Union. This will be done

within twenty-four (24) hours of the date the employee receives the notification. The Union representative, as defined in Section 2.03, will be allowed as part of its representation of the employees in grievance proceedings, to examine all personnel records all the documentation upon which the Agency is relying provided that the Union representative must first present to Agency's Human Resources Officer, or designated representative, written authorization from the employee whose records are to be examined.

- 11.02 In disciplinary matters involving customer complaints, upon written request to the Transportation Department, the Agency will provide Local 1605 a copy of the original written complaint with the customer's name and other identifying information redacted and any related video recording. No operator will confront or speak to a passenger or a member of the public about a complaint that has been made by a passenger or member of the public. If the disciplinary matter goes to arbitration, upon request, Local 1605 will be provided all remaining information concerning the customer complaint.
- 11.03 A copy of all grievances shall be furnished to the Union.
- 11.04 A copy of the master seniority list shall be provided to the Union each month and a current copy kept posted in the Driver's Room.

ARTICLE 12

Probationary Period

- 12.01 New employees shall be on probation for the first six (6) months. At the expiration of the probationary period the new employee will become a non-probationary employee with seniority from the date of hire. The Agency has the right to extend the probation by mutual agreement with the Union appointed member of the Probation Committee.
- 12.02 A. Such probationary period shall constitute a trial period during which the Agency is to judge the ability, competency, fitness and other qualifications of new employees, as described in this MOU, to do the work for which they were employed. All rights, benefits, and privileges, including the application of grievance and arbitration procedure, shall be applicable to a probationary employee. The judgment of the Agency regarding a probationary employee's qualifications shall not be subject to the grievance and arbitration procedure; however, probationary employee disciplinary records shall be available to the Union representatives, upon request, for inspection and discussion.

B. During their probationary period employees may be terminated for any reason.
- 12.03 The term "qualifications" as referred to in Section 12.02 shall mean, but not be limited to, the following: performance, attendance, promptness, ability, competency, fitness, and other skills which are necessary for an employee to fulfill the requirements for which the employee was employed.
- 12.04 In order to assure an adequate probationary period, the Agency may extend the said six (6) month period by the amount of any interruptions in work exceeding five (5) consecutive workdays.

ARTICLE 13

Promotion

- 13.01** Any employee who is promoted to a position not included within the scope of this MOU shall be given a trial period of up to one hundred and eighty (180) calendar days during which time the promoted employee may elect to return to his/her previous classification or the Agency may return the employee to his or her previous classification with full seniority rights; provided that the employee's election under this section may be exercised one (1) time only during his/her employment with the Agency. An employee who remains in the promotional position shall forfeit all previous bargaining unit seniority.
- 13.02** Where the Agency has determined that more than one (1) employee is equal in qualifications, the most senior employee shall be promoted.
- 13.03** Vacancies will be posted for at least five (5) working days.

ARTICLE 14

Physical Examination

- 14.01** At the time of hire, and as frequently thereafter as the Agency deems necessary, an employee may be required to submit to a physical examination paid for by the Agency and conducted by a physician selected by the Agency.
- 14.02** Physical examinations shall be conducted pursuant to the U.S. Department of Transportation Federal Highway Administration rules covering physical qualifications and examinations for motor vehicle drivers, 49 CFR Section 391.41 - 391.45 and 391.81 - 391.123.
- 14.03** An employee determined to be physically unfit for duty by the Agency physician and who wishes to protest such a determination may have his/her case reviewed by a physician jointly selected by the Agency and the Union, and his/her recommendation shall be considered by the Agency.
- 14.04** Whenever possible, physical exams will be conducted during the employee's regular working hours and will be arranged and scheduled by the employee (Should scheduling difficulties occur, Agency management may be consulted). If the physical examination is during the employee's time off, the employee will be paid for one and one-half (1-1/2) hours.

ARTICLE 15

Leave of Absence

- 15.01** A leave of absence is an excused unpaid absence of more than fourteen (14) calendar days. Leave of absence may be granted by the Agency without loss of seniority. Employees wishing leave of absence shall apply to the Agency for approval of said leave of absence and the Agency shall not refuse such approval without good cause; provided that leave of absence for the Union President on Union business shall not require Agency

approval. The Union shall provide the Agency with no less than three (3) days' notice of such leave. Written application for leave of absence shall be submitted to the Agency at least thirty (30) days prior to anticipated commencement of such leave, except in emergency situations. Employees shall be notified of a decision on an application for a leave of absence within ten (10) calendar days.

- 15.02** Employees granted a leave of absence will not be entitled to accumulations or payment of fringe benefits while on leave. If an employee terminates while on leave of absence, the employee's termination date shall revert to the last day worked. Employees on leave of absence shall be responsible for payment of premiums for group insurance.
- 15.03** A. Any employee desiring a leave of absence to attend a training program which involves subjects related to the transit industry may be granted a leave of absence of up to one (1) year without loss of seniority.
- B. Except while on leave of absence on business of the Union, any employee who accepts gainful occupation or enrolls in school or training without prior authorization during a leave of absence will terminate his/her employment with the Agency.
- 15.04** Employees on leave of absence must confirm his/her return date with Dispatch no later than 2:00 p.m. on the day prior to return.
- 15.05** Family Care Leave without pay shall be granted to an eligible employee, male or female, under state and federal law for absence due to (1) birth of a child; (2) placement with the employee of a child for adoption or foster care; (3) the serious health condition of the employee's immediate family (refer to Section 17.03 of the M.O.U.); or (4) the serious health condition of the employee, who is thus unable to perform his or her job functions.

Family Care Leave may be taken for a total of twelve (12) weeks within a twelve (12) month period commencing the first day of leave.

Employees wishing Family Care Leave shall apply to their Department for approval of said leave of absence. Written application for leave of absence must be submitted to the Agency at least thirty (30) days prior to anticipated commencement of such leave, except in emergency situations.

An employee requesting leave will be required to submit certification to their Department of the existence of the event or situation for which leave is requested, such as doctor's certification of illness, proof of placement with the employee of a child for adoption or foster care, etc., as soon as the employee receives such documentation.

Employees granted a leave of absence will not be entitled to accumulation or payment of fringe benefits while on leave. If an employee terminates while on leave of absence, the employee's termination date shall revert to the last day worked. Employees on leave of absence shall be responsible for payment of their co-payment of the premiums for group insurance in accordance with the M.O.U.

Employees on Family Care Leave shall be required to report to the Manager of Transportation or designated alternate concerning their status and intention to return to work, at least one week prior to the anticipated termination of the current leave.

Employee on leaves of absence must confirm their return date with the Manager of Transportation, or designated alternate as is appropriate, no later than 2:00 p.m. on the day prior to return.

While on leave, at the employee's option, sick leave, vacation, and/or floaters may be substituted for unpaid leave.

An employee on leave for his or her own serious health condition may be required to submit certification of fitness to return to work, which may include a physical examination by an Agency physician at Agency expense.

ARTICLE 16

Jury Duty

- 16.01** Employees who are called for jury service will be excused from work and continue to be paid at their normal run pay. Verification of jury duty will be required. An employee, upon receiving notification to report for jury service shall notify Dispatch immediately. An employee who submits proof of report for jury duty, shall receive run pay per day for each day served. Employees will be allowed to retain any fees paid by the court. While on jury duty, employees will return to work when not actually serving as a juror or when released by the court, if such release is within the employee's normally scheduled pull-in or relief time. Extra Board employees pay equals eight (8) hours per day. If Extra Board employees are on a hold down, they shall receive run pay per day for each day served.

ARTICLE 17

Bereavement Leave

- 17.01** Bereavement leave shall be available to all employees after completion of their certification. Employees requesting bereavement leave must submit written verification of the need for bereavement leave upon return from such leave. Verification must be obituaries, funeral notices, death certificates or chapel cards.
- 17.02** An eligible employee will be allowed up to five (5) consecutive scheduled work days with pay to share with their family the bereavement of the death of a member of their immediate family, except if the funeral or memorial service is out of state, then said employee shall be allowed up to seven (7) days off work with pay. Employees attending a funeral or memorial service out of state must provide proof of travel out of state. Proof of travel must be travel tickets, hotel receipts, or gasoline purchase receipts. Pay per day will be the employee's run pay. A memorial service is considered to be the same as a funeral. In the event there is no funeral or memorial service, the maximum three (3) day period will begin either on the day of the death, if a scheduled work day, plus up to two (2) consecutive scheduled work days or on the day after the death, if it is a scheduled work day, plus up to two (2) consecutive scheduled work days. The intent is to allow the employee to have up to three (3) days for bereavement without loss of pay.

If an employee is on an allowed holiday, or floating holiday, on an applicable day, that day or days will not be considered to be part of the bereavement period.

If an employee is on vacation at the time of the death, bereavement pay may be given in accordance with Section 17.02 Paragraph One.

- 17.03** For purposes of this provision, an employee's "immediate family" shall mean their spouse, registered domestic partner, children, grandchildren, parents, grandparents, siblings, step children, foster children, current step parents, or legal guardian and the children, parents, grandparents, siblings, current step parents, or legal guardian of the spouse or registered domestic partner.
- 17.04** For purposes of this MOU, "registered domestic partner" means a domestic partner registered with the state of California or a local governmental registry.

ARTICLE 18 Military Leave

- 18.01** Military leave of absence shall be granted in accordance with the applicable State and Federal laws and thirty (30) days prior written notice except when leave caused by National Emergency.
- 18.02** Employees on a military leave of more than three (3) days must confirm their return date with Dispatch no later than 2:00 p.m. on the day prior to return.
- 18.03** Employees on a military leave will return to the same job, with status, seniority and rate of pay as though never absent.

ARTICLE 19 Sick Leave and Sick Benefits

- 19.01** This Article of the MOU provides for sick leave benefits in addition to and apart from the medical leave of absence provided for under federal and state law. The provisions contained in this Article are not meant to supersede or reduce the benefits granted by the federal and state laws. The sick leave benefits referred to in this Article are for those periods of sick leave which are not taken pursuant to federal or state law. However, all family care/medical leave taken, whether paid or unpaid, counts towards the maximum allowable under the mandated family leave laws.

Properly reported absence from work, because of illness or off-duty injury (both referred to hereinafter as "absence instance") shall be classified as sick leave and sick benefits shall be paid to full-time employees only in accordance with the provisions of this Article.

An Employee's use of eligible accrued sick leave benefits for kin care is not chargeable as an absence instance.

19.02 All accruals accumulated in the current year will be credited to each employee as of January 1 of the following year. New employees will have their first year's accrual of four (4) days prorated on the basis of the months of completed service. Accrued benefits can be used beginning January 1 of the year after they are accrued.

19.03 During the second year the employee will accrue four (4) days sick pay benefits which can be taken/used in the third or subsequent year(s). During the first two years of employment, employees accrue sick leave benefits at the rate of 2.666 hours per month.

Employees may use all the paid sick leave they accrue during their first and second years for Kincaid leave.

During the third and subsequent years of employment, the employee will accrue twelve (12) days' sick pay benefit which can be taken/used as needed. During the third and subsequent years, employees accrue eight (8) hours of sick leave benefits per month.

19.04 Employees who work less than a full calendar year shall accrue sick benefits prorated based on the number of months worked.

19.05 Full time employees regularly scheduled to work a five (5) day week must work at least eleven (11) days in any month to qualify as having worked their assigned work so that the month can be counted for accrual of sick benefits. Full time employees regularly scheduled to work a four (4) day week must work at least nine (9) days in any month to qualify as having worked their assigned work so that the month can be counted for accrual of sick benefits.

19.06 The first (1) workday of each sick occurrence shall be a waiting period and will not be paid; provided that, if an employee is hospitalized on a waiting period day, then sick benefits shall commence on that day, if the employee has unused sick benefits available. In addition, if the employee has accrued fifty (50) sick days as of January 1st of that year, the first day of each sick occurrence that year shall be paid.

After the second report of current illness, prior to resuming to work, the following may be implemented: If an employee is off on sick leave, calls in prior to 2:00 p.m. on the work day prior to return to work, then becomes ill again before reporting for work, the second illness will be considered a different occurrence and will be counted as a second illness and another one (1) day waiting period would be imposed. The employee would still be required to call in at least forty-five (45) minutes prior to the time the operator is scheduled to report after the first illness to avoid a miss out because of the second illness.

19.07 Regular run operators and extra board operators on a hold down will receive their run pay as sick leave pay for each full day of sick leave. Extra board operators will receive eight hours pay as sick leave pay for each full day of sick leave. Sick leave pay may be used in one hour increments.

For the purposes of this section, if an employee works fifty (50) percent or more of his/her assigned work hours, the day shall not be considered a day toward the waiting period.

- 19.08** The Agency, at any time, may require proof of bona fide illness or off-duty injury in the form of a physician's certificate or other evidence as necessary, regardless of whether the employee applies for sick benefits.
- 19.09** Any employee reporting off sick must call his/her supervisor at least forty-five (45) minutes prior to the time he/she is scheduled to report.
- 19.10** Employees who have been absent on sick leave must confirm their return date with Dispatch. Extra board operators and operators with regular runs that have a report time before 2:00 p.m. must contact Dispatch no more than one (1) work day and no later than 2:00 p.m. on the work day prior to return to work. Operators with regular runs that have an initial report time after 2:00 p.m. must contact Dispatch no later than 11:00 a.m. on the work day that the operator wishes to return to work.
- 19.11** Should an employee exhaust sick benefits during an extended illness, he/she may charge further continuing absence to unused vacation accrual or unused floating holidays. An employee will not be required to use scheduled vacation or scheduled floating holiday(s) during sick leave. For further information regarding Family Care Leave, refer to Article 15A.
- 19.12** In cases of absence which is not taken pursuant to Article 15A Family Care Leave, the Authority will continue to pay the group insurance premiums for an employee on sick leave for thirty (30) days after the employee has exhausted his/her sick benefits and/or vacation accrual. The employee will become responsible for the payment of the group insurance premiums the first of the month following the thirty (30) days. It is each employee's responsibility to ascertain group insurance premium amounts and forward them to the Agency on a timely basis. Failure to do so could result in a lapse in or discontinuation of insurance coverage.
- 19.13** After completion of their probationary period, employees shall be eligible for medical leave without loss of seniority for a period of up to one (1) year due to a workers compensation injury. Employees off work for a non-compensation injury/illness shall be eligible for medical leave without loss of seniority for a period of up to one (1) year. Further evaluation will be considered if there are extenuating circumstances. To be effective for those going off work after February 1, 1992.
- 19.14** Employees who accept gainful occupation or enroll in school or training without prior authorization during a sick leave will be terminated from the Authority.
- 19.15** An Employee on leave pursuant to Section 19.13 for a period exceeding one year shall not be eligible to participate in run bids until the first bid following the Employee's return to work. When the Employee returns to work, before the effective date of a bid, he/she will be placed on the extra board, or he/she can select an open bid route until the next bid. The one-year period will begin to run when the Employee begins the medical leave but

the one-year period will not include those weeks the Employee is on a previously scheduled vacation. At the next bid, that Employee will bid normally and will exercise his/her seniority in that bid.

ARTICLE 20

Other Leaves

- 20.01** All employees disabled by pregnancy shall be granted pregnancy disability leave under State law for a period not to exceed four (4) months. Employees wishing pregnancy disability leave shall apply to their department for approval of said leave of absence. Written application for leave of absence must be submitted to the Agency at least thirty (30) days prior to anticipated commencement of such leave, except in emergency situations.
- 20.02** An employee on pregnancy disability leave may elect to use any vacation time, sick leave or other accrued personal time off the employee is otherwise eligible to take during an otherwise unpaid portion of her pregnancy disability leave.
- 20.03** An employee who is unable or chooses not to return to work after four (4) months may be eligible to take an additional twelve (12) weeks of leave under State law to care for her child. Should the employee continue to be disabled by pregnancy, she will be treated by the Agency as is any other employee with a disability.
- 20.04** An employee may continue to work while pregnant as long as she provides the Agency with a physician's certification that her health is not negatively affected and as long as she can perform her duties safely and properly.
- A.** A father who works for the Agency shall have a two (2) day Leave of Absence to be present at the time of birth of his child or termination of pregnancy, with bona fide proof from the physician that the birth or termination of pregnancy has occurred. A father may use any accrued sick leave, vacation, and/or floating holidays.
- 20.05** Disability due to pregnancy shall be treated as any other illness or off-duty injury and all provisions of Article (XIX) 19, Sick Leave and/or Article 15A, Family Care Leave; shall apply. This shall be considered an excused absence and shall not affect an employee's attendance record for disciplinary action.
- 20.06** Operators with more than twelve (12) months of service with the Agency who have worked at least 1,250 hours during the previous twelve (12) months shall be entitled to take up to a total of twelve (12) workweeks in any twelve month period for family care and medical leave in accordance with California's Family Care Leave Act, Cal. Gov't. Code Section 12945.2. An operator who believes he/she is eligible for Family Care Leave should consult Section 514 of the Handbook for Transit Operators for eligibility requirements and other details of Family Leave.

In any calendar year, an employee may use up to one-half of that year's sick leave accrual (i.e., up to six (6) days (48 hours)) to attend to an illness of the Operator's child, parent or spouse.

ARTICLE 21 Worker's Compensation

- 21.01** An employee injured on the job shall be eligible to receive industrial injury/illness benefits as determined by state law. An employee injured on the job, who due to the injury must leave work, shall receive his/her run pay for the remainder of the day of the injury, so long as the employee has worked half his/her schedule for that day.
- 21.02** Paragraphs 19.10, 19.13, and 19.14 of Article 19 Sick Leave and Sick Benefits, shall also apply to employees on leave for industrial injury or illness.
- An employee off work for more than three (3) days due to an on-the-job injury may utilize available accrued sick leave benefits for the second and third day of his or her absence per Article 19.06.
- 21.03** The Agency will continue to pay group insurance premiums for an employee who is on workers' compensation illness or injury coverage for thirty (30) days after the month the employee is off work. The employee will become responsible for the payment of the group insurance premiums the first of the month following this period. It is each employee's responsibility to ascertain group insurance premium amounts and forward them to the Agency on a timely basis. Failure to do so could result in a lapse in, or discontinuation of, insurance coverages.
- 21.04** The Agency shall provide Felonious Assault Insurance for employees in the maximum amount of fifty thousand dollars (\$50,000) for bodily injury and double indemnity.

ARTICLE 22 Vacations

- 22.01** Full-time employees will be eligible for vacation as of January 1 of each year as follows:

<u>During the:</u>	<u>Employee Accrues:</u>	<u>To be Taken/Used in:</u>
First year of service	One week	Second year
Second year of service	Two weeks	Third year
Third year of service	Two weeks	Fourth year
Fourth year of service	Two weeks	Fifth year
Fifth year thru the fourteenth year	Three weeks each year	Year following the year in which it was accrued.
Fifteenth year of service through nineteenth year	Four weeks each year	Year following the year in which it was accrued.

Twenty or more years of service Five weeks each year Year following the year in which it was accrued.

- A. Any employee hired before July 1, will receive one full year's credit, for any partial year worked, for the purpose of establishing the number of years worked when computing the number of weeks of vacation for which the employee will be eligible.

Full time employees regularly scheduled to work a five (5) day week must work at least eleven (11) days in any month to qualify as having worked their assigned work so that the month can be counted for accrual of vacation. Full time employees regularly scheduled to work a four (4) day week must work at least nine (9) days in any month to qualify as having worked their assigned work so that the month can be counted for accrual of vacation benefits.

- B. If an employee works at least six months of his/her assigned work in the previous calendar year, said year shall be counted as a completed year of service for computing future annual vacation accruals. (Note 22.01 A. above regarding employees who were hired before July 1.) If an employee works less than six months of his/her assigned work in the previous calendar year, said year shall not be used in computing future vacation accruals for that employee.
- C. Refer to Article 23.05.

22.02

- A. Part-time

<u>Part-time During the:</u>	<u>Employee Accrues:</u>	<u>To be Taken/Used in:</u>
First year of service	As stated in 22.02B: After 500 hours of service, the employee shall accrue one (1) day of vacation for every one hundred seventy-three (173) hours worked.	Second year of service.
Second year of service through the fourth year	One bonus day, plus accrual as stated in 22.02B.	Third through fifth year of service.
Fifth year of service through the fourteenth year	Three bonus days, plus accrual as stated in 22.02B.	Year of service following the year in which it was accrued.
Fifteenth year of service through nineteenth year	Eight bonus days, plus accrual as stated in	Year of service following the year in which it was

	22.02B.	accrued.
Twenty or more years of service	Ten bonus days, plus accrual as stated in 22.02B.	Year of service following the year in which it was accrued.

- B. After completion of five hundred (500) hours of service, part-time employees shall accrue one (1) day of vacation for every one-hundred seventy-three (173) hours worked. In no case, shall a part-time employee accrue more than ten (10) days' vacation. Pay per day of vacation will be current minimum wage guarantee.
- C. Bonus days will be accrued beginning in the second year of employment to be taken/used in the following year in which it was accrued. Any employee hired before July 1 and who has completed six (6) months of service will receive a full year's credit, for that year, for the purpose of establishing the number of years worked, when computing the number of bonus days for which the employee will be eligible. Part-time employees must work at least fifteen (15) days in any month to qualify as having worked their assigned work so that the month can be counted for accrual of the bonus days as stated in Section 22.02A.
- D. Bonus Days can be taken with vacation or separately and must be prearranged with the employee's supervisor at least five (5) working days prior to desired day.

22.03 Pay per week of vacation for a full time employee shall be his/her regular run pay.

22.04 An employee shall schedule their vacation days in no less than one (1) week increments; provided that, an employee with a prorated vacation period of less than a full week shall make arrangements with their supervisor for scheduling of the vacation. All vacation must be bid including roll-over and taken within the calendar year immediately following the calendar year for which the vacation was earned, unless the Management of the Agency determines such scheduling to be impracticable. All vacations shall be scheduled in conformance with the needs of the Agency, with consideration for the desires of the employee, whenever possible. A maximum of five (5) vacation days may roll-over to the following year.

22.05 Employees who fail to promptly bid vacation will, for the purposes of bidding vacation in that year, forfeit their place on the seniority list, and will not be allowed to "bump" other employees who have already bid their vacations. Employees who are ill or on vacation during the bidding period may submit a written authorization to allow their Union Representative to bid for them. Such authorization should include first, second and third choices for vacation and must be submitted prior to vacation bidding.

22.06 Employees must have completed their initial probationary period before utilizing vacation.

22.07 An employee who separates from the Agency's employment will be paid for any unused vacation accrual.

- 22.08** Vacation bid day will be on a Sunday in December. There will be a meet and confer to establish the date.

ARTICLE 23
Holidays

- 23.01** Full-time employees shall be eligible for holiday pay in accordance with the following provisions. Part-time employees are not eligible for holiday or holiday pay.
- 23.02** The Agency recognizes twelve (12) holidays per year, as follows: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and six (6) floating holidays.
- 23.03** To be eligible to receive holiday pay, an employee must complete all assigned work on his/her scheduled workday immediately preceding the holiday, all assigned work on his/her scheduled workday immediately following the holiday and all assigned work on the holiday if they are scheduled to work. An employee who received a tardy and who is no more than five (5) minutes late will be eligible to work and receive holiday pay.
- 23.04** An employee eligible for holiday pay shall receive his/her regular run pay.
- 23.05** An employee performing work on a holiday shall receive time and one-half pay for all hours worked in addition to holiday pay as provided in Section 23.04

Assignments that are not covered by the full-time employees will be offered as extra work and will be assigned as outlined in the MOU. (Refer to Article 51)

HOLIDAYS OCCURRING ON AN EMPLOYEE'S REGULAR DAY OFF (RDO)

Not While on Vacation:

If a holiday falls on a full-time employee's Regular Day Off (RDO), that employee may choose to be off on that day and will receive Holiday Pay, may work on that day and receive overtime in accordance with Section 49.02 and Holiday Pay (if the Authority is in operation on that day and needs that employee's services), or may choose to move their holiday backward to their first preceding Regular Working Day, or forward to their next succeeding Regular Working Day as space is available. Unless operational needs dictate otherwise, the agency will distribute enough space between preceding and succeeding Regular Working Days so that all employee's so affected will have an opportunity to observe the holiday on a Regular Working Day. If operational needs dictate that the agency restrict the number of preceding or succeeding days, the agency will meet with the Union to discuss the situation. If the number of preceding or succeeding days must be limited, all affected employees will be given the opportunity to select an alternate day off elsewhere on the calendar.

While on Vacation:

Employees on vacation during a week in which a holiday falls on that employee's Regular Day Off will not be allowed to take an additional vacation day, but will be paid for the holiday day in addition to vacation pay.

HOLIDAYS OCCURRING ON AN EMPLOYEE'S REGULAR WORKING DAY

While on Vacation

If a holiday occurs during an employee's vacation, the employee may choose to be paid for the extra day or may extend their vacation one additional day. The extra day must be taken as a consecutive vacation day. This choice must be made on vacation bid day. Allowances may be made for bereavement leave, illness, or other incapacity of an employee during their vacation period or floating holiday.

Not While on Vacation:

If a holiday falls on an employee's Regular Working Day, that employee may choose to receive Holiday Pay for that day or, if the Authority is in operation on that day and needs that employee's services, work on that day and receive overtime in accordance with Section 49.02 and Holiday Pay.

- 23.06** A full-time operator, as of January 1 of each year, receives six (6) floating holidays. In order to retain these floating holidays an operator must work 50% of his/her assigned work for every month. For every two (2) months worked the operator has one (1) floating holiday. Operators bid floating holidays in December of the prior year. For all floating holidays scheduled during the winter bid operators will either take their floating holiday(s) or be paid out for the floating holiday(s) at the end of the year. Any operator, as of December 31, who has not worked the requisite number of months, shall lose all floating holidays that were not scheduled during the December bid.
- 23.07** Floating holidays must be prearranged with the employee's department head at least five (5) working days prior to the day desired (Part-Time employees refer to Section 22.02D Bonus Days).
- 23.08** Insofar as schedules will allow, the Agency with one (1) day advance notice, will permit employees who have selected their floating holiday and are sick, to change the floating holiday.
- 23.09** Holiday pay for holidays not worked, shall be counted as hours worked for the purpose of overtime calculation.

ARTICLE 24
Benefit Plans

- 24.01** The Authority will not change the insurance carrier for any program unless the level of the benefits for the new program are relatively comparable. The Authority agrees to meet and confer with the Union prior to selecting an alternate carrier.

All full time operators, after certification, are eligible for all Health and Welfare benefits. The coverage is not automatic. The operator must file an enrollment form with the Human Resources Department for coverage, in writing, when they become eligible. Dependent coverage will include dependents up to and including twenty-six (26) years of age.

- 24.02 Medical:** Full and Part time operators, coverage will be effective on the first of the month following submission of the enrollment form (HBD-12) to the Human Resources Department. The Authority will contract for participation in the Public Employees' Medical and Hospital Care Act (PEMHCA) to provide medical benefits through the CalPERS Health Program for operators and retirees. Beginning January 1, 2008, the Authority will contribute the following amount for eligible employees as the employer contribution to PEMHCA:

<u>Operator's Elected Coverage Level</u>	<u>Authority's/Employer Premium Contribution</u>
Blue Shield Employee Only	\$266.47
Blue Shield Employee + 1 Dependent	\$532.93
Blue Shield Employee + 2 or more Dependents	\$692.81
Kaiser Employee Only	\$235.34
Kaiser Employee + 1 Dependent	\$470.67
Kaiser Employee + 2 or more Dependents	\$611.87
PERS Choice Employee Only	\$241.24
PERS Choice Employee + 1 Dependent	\$482.48
PERS Choice Employee + 2 Dependents	\$627.23
PERSCARE Employee Only	\$374.92
PERSCARE Employee +1 Dependent	\$749.83
PERSCARE Employee +2 Dependents	\$974.78
PERS Select Employee Only	\$233.59
PERS Select Employee + 1 Dependent	\$467.18
PERS Select Employee + 2 Dependents	\$607.34
Anthem HMO Traditional Employee Only	\$374.92
Anthem HMO Traditional Employee + 1 Dependent	\$749.83
Anthem HMO Traditional Employee + 2 Dependents	\$974.78

United Healthcare Employee Only	\$235.34
United Healthcare Employee + 1 Dependent	\$470.67
United Healthcare Employee + 2 Dependents	\$611.87
Anthem HMO Select Employee Only	\$233.59
Anthem HMO Select Employee +1 Dependent	\$467.18
Anthem HMO Select Employee +2 Dependents	\$607.34

The amount of the Authority's employer contribution to PEMHCA will not increase, in any subsequent year, above the dollar amount listed above. There will be an annual open enrollment period to allow operators to select and/or change medical insurance coverage levels under PEMHCA and to allow operators to select benefit options under a cafeteria plan sponsored by the Authority ("Cafeteria Plan"). The open enrollment period will be in the fall of each year. Once PEMHCA coverage levels and Cafeteria Plan benefit options are selected during the open enrollment period, those selections may only be changed under circumstances permitted by CalPERS and the term of the Cafeteria Plan, respectively.

Effective January 1, 2008, the Authority will begin to contribute to the Cafeteria Benefit. The amount of the Authority's Cafeteria Plan contribution for each operator is determined by the operator's eligibility for and the operator's selection of a medical insurance coverage level under PEMHCA. The Authority's Cafeteria Plan contribution is included as part of the employee portion of the premium payment to CalPERS. For example, in 2008, an operator who elects "employee only" coverage under an HMO Plan offered by PEMHCA will receive a One Hundred Ninety Dollar (\$190.00) per month Cafeteria Plan contribution to be used by the operator to pay part of the employee portion of the medical insurance premium for the "employee only" coverage selected.

If the PEMHCA premium for the selected coverage exceeds the sum of the Authority's employer contribution plus the Cafeteria Plan contribution, the excess amount will be automatically withheld by the Authority from the operator's salary for the premium to PEMHCA.

The Cafeteria Plan contribution will be allocated according to the operator's written instructions. No portion of the Authority's Cafeteria Plan contribution will be payable in cash to any operator participating in PEMHCA.

The Authority's Cafeteria Plan contributions for 2013 beginning the month following Local 1605's ratification of the MOU, will be as follows:

<u>OPERATOR'S ELECTED COVERAGE LEVEL</u>	<u>AUTHORITY'S CAFETERIA PLAN CONTRIBUTION</u>
Employee Only	\$343.22
Employee + 1 Dependent	\$506.45
Employee + 2 or more Dependents	\$682.39
Employees not participating in PEMHCA	\$150.00

The Authority's Cafeteria Plan contribution effective January 1, 2014 will be as follows:

Employee Only	\$370.19
Employee + 1 Dependent	\$560.40
Employee + 2 or more Dependents	\$752.52
Employees not participating in PEMHCA	\$150.00

- 24.03 The Cafeteria Plan Vacation Benefit at Cash-out:** An operator who is eligible and elects not to participate in a PEMHCA Medical Insurance program, will receive a monthly Cafeteria Plan benefit of One Hundred Fifty Dollars (\$150.00) that may be used to purchase the Cafeteria Plan vacation benefit. An operator who elects not to participate in PEMHCA may also use the Cafeteria benefit for other agreed benefits if they become available. The monthly benefit for vacation or other benefits, alone or in combination, will not exceed One Hundred Fifty Dollars (\$150.00) per month.

The Cafeteria Plan vacation benefit will be a separate vacation plan not part of the operator's normal vacation benefit. The Cafeteria Plan vacation benefit will not result in the allocation of additional daily vacation slots for operators and Cafeteria Plan vacation benefits will not be included in the December vacation bid. The Cafeteria Plan vacation benefit cannot be used unless and until an operator has exhausted all other accrued vacation benefits.

Cafeteria Plan vacation benefits cannot be carried over to the following calendar year. All unused Cafeteria Plan vacation benefits must be cashed out on the final pay date in the calendar year in which the benefit is earned.

During the term of this Memorandum of Understanding, the benefit provided to an operator who does not participate in PEMHCA will be One Hundred Fifty Dollars (\$150.00) per month. Thus, if an operator does not elect non-vacation benefits, accrues twelve (12) months of benefits as a non-participant in the PERS PEMHCA program, and does not use any of the Cafeteria Plan vacation benefit, the total annual gross benefit due to the operator is One Thousand Eight Hundred Dollars (\$1,800.00).

An operator may use Cafeteria Plan vacation benefits only if he or she has exhausted all regular vacation benefits. The vacation hours available to the operator under the Cafeteria Plan vacation benefit will be determined by dividing the Article 56 straight time rate, then in effect for the operator, into the dollar amount then available to the operator under the Cafeteria Plan vacation benefit. For example, if the operator elects the non-participating Cafeteria Plan vacation benefit and has accrued and not used the benefit for three months at the time the Cafeteria Plan vacation benefit is used, the amount available to the operator in the Cafeteria Plan is Four Hundred Fifty Dollars (\$450.00). If the Article 56 rate at the time is Twenty-Three Dollars and Fourteen Cents (\$23.14) (the 2013 top level rate) the Cafeteria Plan vacation benefit hours available to the operator would be calculated as follows:

$$450 \div 23.14 = 19.45 \text{ hours.}$$

If the operator does not use any portion of his or her Cafeteria Plan vacation benefit for the entire year, the amount contributed to the Cafeteria Plan will be paid to the operator on the last pay date in December of that calendar year. For example, if an operator accrues and does not use the One Hundred Fifty Dollar (\$150.00) per month contribution to the Cafeteria Plan vacation benefit for the entire twelve months, the operator will receive a cash-out of the Cafeteria Plan vacation benefit calculated as follows:

$$12 \text{ months} \times \$150.00 = \$1,800.00.$$

The Cafeteria Plan vacation benefit paid to the operator is the gross amount subject to all applicable withholdings and authorized deductions.

- 24.04 Annual PEMHCA Premium Increases and Increases to Authority's Cafeteria Plan Contributions:** The amount of the Authority's employer premium payment will not increase above the premium amounts paid by the Authority in 2008. There will be annual increases, if applicable, to the Cafeteria Plan for PEMHCA medical insurance premiums on January 1, 2014, January 1, 2015 and January 1, 2016. Annual increases to the PEMHCA medical insurance premiums will result in the following adjustments of the Authority's Cafeteria Plan contributions. The Authority will average the percentage increase in the premiums for the operators' elected coverage level under the two HMOs most commonly selected by the operators. Fifty percent (50%) of the increase in each coverage level will be added to CCCTA's Cafeteria Plan contribution for each coverage level. The remaining portion of the premium increase will be paid by the employee. For example, if in 2014 the average premium increase for operators participating in Blue Shield and Kaiser employee + one coverage is \$50, then \$25 of the premium increase will be added to CCCTA's Cafeteria Plan contribution for that coverage level. The other \$25 will be added to the employees' contribution. The Cafeteria Plan contribution for operators not participating in PEMHCA will not be increased during the term of this MOU.
- 24.05 One Time Lump Sum Disbursement of Cafeteria Benefit:** The Authority will pay all operators who receive a PERS cafeteria benefit a lump sum payment equal to the dollar amount of the cafeteria benefit they would have received in 2013 for the period from January, 2013 through July, 2013, had the new cafeteria benefit set forth in 24.02 above been in effect, less the cafeteria benefit they received during that time period. Operators who elected not to participate in the PERS cafeteria benefit plan will receive a lump sum payment equal to the difference between the one Hundred Fifty Dollar (\$150) they would have received from January 2013 through July 2013 had the new MOU been in effect and the Fifty Dollars (\$50) per month they received during that time period. All lump sum payments will be subject to applicable tax withholdings and to authorized deductions.
- 24.06 The Addition of New Benefits to the Cafeteria Plan:** The Authority will explore the possibility of adding new benefit programs to the Cafeteria Plan. Before any benefits programs are added, the Authority will meet and confer with the ATU concerning the benefits programs. The parties agree there will be, if possible, a vision and supplemental dental plan at no additional cost to the Authority.

24.07 Acceptance of Cafeteria Plan by PERS and Other Governmental Agencies: The Cafeteria Plan described herein will be memorialized in a written plan to be prepared by the Authority. The ATU will be provided a copy of the written Plan and may request to meet and confer concerning the Plan document. Should CalPERS or another governmental agency challenge, reject or require modifications to the Cafeteria Plan that affect either party's purpose in establishing or agreeing to the Cafeteria Plan, the parties will meet and bargain over the modifications or over an alternative plan.

24.08 Retiree Medical Benefits: The Authority will also contribute towards the cost of retiree monthly premiums for medical benefits. The amounts of the contribution will be determined by CalPERS based upon the unequal method of contribution and will increase by a minimum of 5% of the contribution established for active employees until the contribution becomes equal.

In addition to any payroll deduction required for medical premiums, all operators will be assessed \$5.00 per month to offset PERS health insurance premiums for eligible retirees.

24.09 Dental: Full time operators, coverage is effective within the first two (2) months of employment. The Authority contributes 100% of the cost of the Dental premiums. Part time operators, after certification, shall be eligible to participate in the DentiCare dental plan. The Authority shall pay one hundred percent (100%) of the premium cost for employee-only coverage. Coverage is not automatic. Part-time operators may add dependent coverage at their own cost.

24.10 Life Insurance: Full time operators only, life insurance is determined by taking the employee's base wage rate x 2080 x 1-1/2. As the base wage rate is changed for each employee the amount of Life insurance is recalculated. The Authority contributes 100% of the premium for the Life Insurance. Life insurance is effective within the first two (2) months of employment.

24.11 Vision: Full and Part time operators, effective within the first two (2) months of employment beginning in July 1, 1998 through Insight Total Managed Care Vision Plan.

24.12 Public Employees' Retirement System (PERS):

A. Full Time Employees: Effective immediately, upon certification.

Employee Contribution:	3.5% of regular gross pay
Employer Contribution:	Matching of employee 3.5% contribution plus any employer contribution required by PERS

B. Part Time Employees: Refer to Section 27.02

C. Unless the PERS statute is amended, full-time employees hired after January 1, 2013, who are new members of the CalPERS retirement system will participate in the 2 percent at 62 retirement plan as required by law. Employees in the 2 percent at 62 retirement plan will contribute one-half of the normal retirement costs as determined by CalPERS.

ARTICLE 25
Uniforms

25.01 Employees must be in regulation uniforms as determined by the Agency at all times while on duty, except on designated dress down days. Each Friday shall be a dress down day. On dress down days, employees must wear their name tags. Employees also must dress in a manner appropriate for dealing with the public and consistent with safety, good taste, and a professional image. If an operator is determined to be dressed inappropriately, he or she will be counseled and will be required to wear the regulation uniform on each Friday for a one month period. Local 1605 will receive a copy of the counseling. If, within the next 6 months, after the one month restriction, the operator is again determined to be dressed inappropriately the operator will be counseled again and will be required to wear the regulation uniform on all dress down days for the next six month period. If the operator is not in uniform, or if on a dress down day the operator's attire is in poor taste and/or represents a safety hazard and cannot be immediately remedied prior to the operator's pull-out time, the Agency may send the operator home without pay, and the Agency will notify Local 1605. The operator will not receive an instance of absence for purposes of Article 53.03 through 53.06, but it will count for purposes of Article 53.07. If an operator is sent home a second time within a twelve (12) month period the second occasion will be an unexcused absence and the operator will be subject to disciplinary action. Examples of poor taste or safety hazards are: shorts with inseam of less than 7 inches in length, cutoffs, bare mid-drifts, tank tops, clothing with holes, tears or displays of profanity or other inappropriate statements, clothing that is revealing or see-through, footwear that is not protective (i.e. sandals).

25.02 The Agency will provide uniforms as follows:

A. Upon completion of training:

3 Shirts/blouses

2 Pair pants

1 Tie

B. After six months of employment:

2 Shirts/blouses

1 Pair pants

C. On the one-year anniversary date and annually thereafter:

2 Shirts/blouses

1 Pair pants

D. On the one-year anniversary:

1 Blazer or 1 pile-lined jacket

25.03 When the employee becomes eligible for a uniform allocation, the Transportation Manager will issue a form which indicates those items to which the employee is entitled.

The employee then must make an appointment with the designated supplier, for a fitting. The employee must provide the proper form to the supplier.

Alterations to pants and blazers are included; however, alterations to shirts are at the employee's own expense.

25.04 Annually, the Agency will credit each employee with money which may be used toward purchase of optional uniform items or standard uniform items. New employees must complete one full year of service before becoming eligible. The amount for eligible employees is \$200.00, to be used toward purchase of optional uniform items or toward standard uniform items.

25.05 When an employee becomes eligible for optional uniform items, the Transportation Manager will issue a form which will list the optional items available and the price of each item.

- A. If the employee wishes to select any of the items he/she will be responsible for completing and returning the form to the supplier within thirty (30) days.
- B. If the cost of the employee's selections exceeds the uniform allowance, the employee must submit payment for the difference to the supplier.

ARTICLE 26 **Seniority**

26.01

- A. Two (2) separate seniority lists shall be maintained; one (1) list for full-time employees and one (1) list for part-time employees. For an operator hired after February 1, 2007, the operator's seniority date will be established by a random drawing of numbers from a container after four (4) weeks of training. An operator who completes the training class early may bid a run and hold that run for the remainder of that bid. At the next bid, all operators who have successfully completed the training program will bid runs based upon seniority.
- B. Part-time employees who are asked and wish to accept full-time employment will drop to the bottom of the full-time list for purposes of seniority.

26.02

- A. The conversion from part-time employment to full-time employment will be as follows:
1. Twenty-four (24) hours after a full-time position becomes available, the Agency will ask the most senior part-time employee to become full-time.
 2. If the employee refuses the position, each part-time employee will be asked in seniority order until the position is filled.
 3. Thereafter, each full-time position that becomes available will be filled by the next employee on the part-time list until the list is completed. The Agency then will begin at the top of the part-time seniority list again.

26.03

- A. The conversion from full-time to part-time will be as follows:
1. Full-time employees who choose to revert to part-time status with no separation in service will be placed on the part-time seniority list according to their date of hire with the Agency. If a part-time employee has the same date of hire as the full-time employee who wishes to revert to part-time status, the Agency shall meet and confer with the Union to determine the order of seniority on the part-time seniority list. These employees will lose no benefits accrued to the date that they return to part-time status. However, after the start date of accepting part-time employment, these employees will accrue benefits at the part-time rate as defined in this MOU.
- B. Full-time employees who retire from the Agency will have the opportunity to be employed as a part-time employee after retirement. As of the date the employee accepts part-time employment, he/she will accrue benefits at the part-time rate as defined in this MOU. Refer to Article 27 Section 27.02 regarding possible maximum hour limitations.

ARTICLE 27 Pay Periods

- 27.01 Paychecks will be issued by-weekly on Fridays. Payment shall be for the two-week time period ending two (2) Fridays prior to that payday.
- 27.02 The law requires that certain deductions, such as income tax and retirement fund contributions, be withheld from paychecks. These deductions will be made in accordance with applicable rules and regulations.

- A. Part-time employees must work one thousand (1000) hours in a fiscal year (FY) July 1 to June 30 to qualify for PERS. Until the part-time employee accumulates one thousand (1000) or more hours of service in any fiscal year (FY), the Agency must by law withhold the appropriate Social Security taxes. When the employee has one thousand (1000) hours, future retirement deductions are for PERS, but no recovery of the Social Security taxes paid during that FY are recoverable through the Agency. The Social Security taxes paid will accrue to the benefit of the employee in accordance with Social Security regulations. Once qualified for PERS, the qualification is permanent.
- 27.03** Other Agency approved deductions will be withheld only with the written authorization from the employee.
- 27.04** In all computations of pay for hourly rates, employees will be paid for all time worked to the nearest minute. All payroll checks shall show regular and overtime hours worked.

ARTICLE 28

Overtime

- 28.01** Employees will be paid at one and one-half times their normal rate for any hours worked in excess of forty (40) hours per week. When an employee works more than forty (40) hours in a week as a result of shift change or a change in days off, no overtime payment will be made.
- Holiday pay for holidays not worked, shall be counted as hours worked for the purpose of overtime calculation. (Refer to Section 23.09)
- 28.02** The work week begins Sunday and ends Saturday.
- 28.03** Premium pay of any type will not be offset by any other premium pay. Overtime, rest infraction, or spread time will not affect each other. Refer to Section 55.01 for Minimum Wage Guarantee.

ARTICLE 29

Passes

- 29.01** The Agency will grant free transportation to all employees by giving passes which shall be honored on all coaches operated by the Agency.
- 29.02** The Agency will grant free fixed route transportation to retirees, retirees' spouses and dependents, and the spouse and dependents of non-probationary employees. A dependent is defined as a disabled child or legal dependent living at home, a child or legal dependent up to the age of eighteen (18). (Dependents over eighteen (18) and up to twenty-three (23) years old who are full-time students are also qualified.) Application for spousal or dependent passes must be submitted in writing and accompanied by verification of marital and/or dependent status. Dependents over eighteen (18) who are full-time students will be issued passes one year at a time pending annual enrollment verification.

- 29.03** Should the spouse's or dependent's pass be lost, stolen, or destroyed, it will not be reissued for a period of thirty (30) days from date of application and replacement cost will be \$10. Retirees replacement pass will cost five dollars (\$5).

ARTICLE 30
Layoff and Recall

- 30.01** An employee may be laid off by the Agency due to change in duties or organization, abolishment of position, shortage of funds or completion of a temporary work assignment. A layoff is considered an involuntary separation and is not subject to appeal. The agency shall give thirty (30) days prior notice by letter of intention prior to lay off.
- 30.02** When necessary to reduce forces, reduction by the Agency will be made in the order of inverse seniority within the classification (full-time or part-time). Employees who are affected by a layoff may exercise their Agency seniority to displace a junior employee in any classification in any position for which the senior employee is qualified.
- 30.03** Employees on layoff will be recalled to work in the order of their seniority. To be eligible for recall, employees on layoff must keep the Agency informed of their current addresses. The Agency's obligation to offer recall shall be fulfilled by mailing notices by certified mail to the most recent addresses supplied by the employees on layoff. An employee on layoff must notify the Agency of his/her intent to return to work within ten (10) calendar days of receipt of the certified mail or the date of first attempted delivery and report for work within fourteen (14) calendar days after the employee notifies the agency of his/her intention to return to work.
- 30.04** An employee who is recalled within twenty-four (24) months will retain all benefits accrued in prior service. Benefits will not accrue, however, during a layoff period.
- 30.05** An employee failing to respond to the notice of recall as provided in this Article shall be deleted from the seniority list. An employee laid off on account of reduction in force shall have his/her name carried on the seniority roster for purpose of recall for a period not to exceed twenty-four (24) months following layoff.

ARTICLE 31
Part-time Employees

31.01

- A. The Agency shall maintain sufficient part-time employees to provide for regular employee relief and to meet the normal and anticipated workload of the Agency.
- B. These employees shall be considered "part-time" and weekly work hours shall not exceed thirty (30) hours per week.
- C. The Agency shall designate days off for part-time employees.

- D. Part-time protection employees shall be guaranteed a minimum of three (3) hours' pay on any day they are required to report.
- E. Part-time employees shall not be eligible for any employee benefits other than those required by law and designated herein.
- F. Part-time employees who apply for full-time vacancies shall be awarded in order of part-time seniority. Should the senior part-time employee refuse to apply for said vacancy, such refusal shall result in rotating the employee to the bottom of the part-time seniority list, for the bidding of full-time positions only.
- G. Wage rates for part-time employees shall be the same as those applicable to full-time employees.

For purposes of time computation and longevity:

- (1) 1040 work hours equals six (6) months
 - (2) 2080 work hours equals one (1) year
- H. Part-time employees will not accrue full-time seniority until they are hired as full-time employees, except as provided in Section 31.02A.
 - I. Part-time operators shall have two (2) days off in a rolling seven-day period. There shall not be more than two (2) days between the two days off.

31.02

- A. If a senior part-time employee is awarded a full-time vacancy under Article 31.01(F) and is on leave of absence, the Agency may offer a temporary assignment to the next most senior part-time employee to cover the full-time vacancy during the senior part-time employee's leave of absence. Temporary assignments shall be awarded in order of part-time seniority. Part-time temporary assignment operators will remain part-time employees, but will accrue full-time seniority during the temporary assignment.
- B. Part-time employees awarded a full-time vacancy while on leave of absence shall not be eligible for full-time wages or benefits until they return to work from the leave of absence and begin performing the duties of a full-time operator.
- C. Part-time temporary assignment operators shall receive the following wages and benefits for the duration of their temporary assignment:
 - (1) Part-time temporary assignment operators shall be paid wages as a full-time employee. A pay premium of thirty cents (\$.30) per hour for all hours worked on temporary assignment shall be paid. Hours worked during the temporary assignment shall count toward the part-time operators' step salary increases in accordance with Article 56.04.

- (2) Part-time temporary assignment operators shall accrue sick leave benefits at the rate of two (2) hours per month on temporary assignment. Accrued sick leave benefits can be used in the calendar year following the year in which they are accrued. Part-time temporary assignment operators must work at least eleven (11) days on temporary assignment in any month to have the month counted for accrual of sick leave benefits. Sick leave benefits accrued by part-time temporary assignment operators are subject to the provisions of Article 19 (Sick Leave and Sick Benefits) except that sick benefits may be paid in less than full day units to a part-time operator.
- (3) Part-time temporary assignment operators shall accrue vacation at the rate of three-and-one-third (3.33) hours per month on temporary assignment. Part-time temporary assignment operators shall not accrue vacation benefits under Section 22.02B while on temporary assignment. Accrued vacation benefits can be used in the calendar year following the year in which they are accrued. Part-time temporary assignment operators must work at least eleven (11) days on temporary assignment in any month to have the month counted for accrual of vacation. Vacation benefits accrued by part-time temporary assignment operators are subject to the provisions of Article 22 (Vacation).
- (4) In addition to the bonus days for which they are eligible under Article 22.02, part-time temporary assignment operators shall accrue one (1) additional bonus day for each two (2) months worked on temporary assignment. No bonus day shall be awarded if the part-time temporary assignment employee works less than fifteen days in each month of the temporary assignment. Accrued bonus days can be used in the calendar year following the year in which they were accrued. Bonus days accrued by part-time temporary assignment operators are subject to the provisions of Article 22.02 (Vacations).
- (5) Part-time temporary assignment operators shall be eligible for holiday pay while on temporary assignment in accordance with Article 23 (Holidays). Part-time temporary assignment operators are not eligible for floating holidays.
- (6) While on temporary assignment, the Agency shall contribute to the part-time temporary assignment operator's medical premiums and dental premiums in accordance with Article 24.01(A). Part-time temporary assignment operators are not eligible for life insurance or vision benefits.
- (7) The thirty (30) hour weekly maximum for part-time operators set forth in Section 31.01B shall not apply to part-time operators on temporary assignment.

- D. If a bid occurs during a temporary assignment, the part-time temporary assignment operator shall bid as a part-time operator. Upon completion of a temporary assignment, the part-time temporary assignment operator shall return to his or her regular part-time bid assignment.

ARTICLE 32

Loss of Employee Property

- 32.01** The loss or damage to any employee's property resulting from a holdup, robbery, accident, violence or riot, which occurs while employee is on duty shall be reimbursed by the Agency. Such reimbursement shall be paid upon submission of replacement receipt, or laundry or dry cleaning expense. "Property" shall mean regulation watch (two hundred dollars (\$200) in value), prescription eyeglasses, and regulation uniform at Agency cost. Any other equipment issued by the Agency in the performance of the employee's duties shall be replaced. Loss shall be limited to the above noted items.

ARTICLE 33

Class B California License

- 33.01** Employees in service for one (1) year or more shall be reimbursed for the cost of renewal and/or extensions of all types of California drivers' license/certificates required for employment by Agency.

ARTICLE 34

Bulletin Boards

- 34.01** The Agency will provide a bulletin board of adequate size and space at a reasonable location and the Union may use this space for notices pertaining to meetings, social events and information of general interest to Union's members. The board will be properly maintained.

ARTICLE 35

Lost Property

- 35.01** All lost property found by or given to employees shall be turned in to the Agency at the end of the day in accordance with D3.04 of the Employee's Handbook. Employees required by the Agency to turn in lost property at the Division shall be paid travel time from the relief point. All turned-in lost property will be disposed of by the Agency in the manner required by law.

ARTICLE 36

Mandatory Attendance

- 36.01** Attendance at periodic safety meetings, lectures or grievance step meetings, etc., that is made mandatory by the Agency will be compensated in accordance with the Fair Labor Standards Act (FLSA).

36.02 All employees will be paid their run pay or eight (8) hours pay, whichever is greater.

ARTICLE 37
Sanitary Facilities to be
Furnished by the Agency

37.01 The Agency will arrange and provide for secure suitable sanitary facilities, and employees will be provided an opportunity for use of same, and will work with the provider of such facilities so that such facilities are kept in a clean and sanitary condition.

The Agency shall check on these facilities periodically to see if they are maintained in a clean and sanitary condition. An updated facilities list shall be posted by the Agency bi-annually prior to the Winter and Summer bids giving the location of such facilities.

If an operator reports that adequate facilities do not exist, the Agency will assign a Supervisor to locate adequate alternative facilities in the area.

ARTICLE 38
Driver's Rooms

38.01 A room shall be provided and furnished with tables, benches, or chairs, and lockers, and suitable facilities shall be provided for making out accident reports.

ARTICLE 39
Timetables

39.01 All new timetables and synopses shall be furnished to the Union at the office not less than seven (7) working days before sign-ups are posted.

ARTICLE 40
Sign-Up Procedures

40.01 The Agency shall provide the opportunity for bus operators to bid on specific work assignments according to their seniority. The Agency, generally, shall conduct four (4) system-wide bids to be effective winter, spring, summer and fall of each year to be conducted at a single location. The schedule for the following year's four bid weeks shall be announced not less than one (1) week prior to the winter/vacation bid. In the event circumstances arise that place demands on the Agency's service such that the bid date will no longer meet the Agency's need to make timely and effective service changes, the Agency shall meet and confer with the Union to determine a new and appropriate bid week. Except for the December winter bid which will be conducted on a Sunday, the system bids shall each be conducted Monday through Friday. Job assignments made as the result of system-wide bidding shall be made effective no sooner than one (1) week following completion of the bidding process.

40.02

- A.** Full-time employees will not be eligible to bid part-time employment and vice versa.
- B.** Each employee, in order of seniority, will be allotted three (3) minutes in order to pick his/her respective runs. The runs will be posted five (5) working days in advance in order that all employees have the opportunity to review the available runs, prior to making their bid. An employee who is sick and unable to attend, or who is on vacation, may give the Union Representative a proxy with at least three (3) choices. If the choices have been picked or if an employee fails to submit a proxy, or if the employee fails to select a run or extra board position during the bidding process, a representative of the Union will pick an assignment if the employee has worked at least fifty (50) percent or more during the current bid. The employee who worked less than fifty (50) percent of the current bid shall be by-passed and dropped to the bottom of the list.

40.03 If all work has not been bid by the end of the bidding period, the Agency shall assign such work in inverse seniority order. All bids shall be recorded on a bid form, retained by the Agency, in addition to being posted on the board. All bids shall be signed by the employee.

40.04 Time participating in the sign-up is not considered work time for purposes of calculating overtime or any other pay premiums. The Agency shall not be required to pay any Union representative more than fifteen (15) hours' pay for any bid week or the December bid day. The Union shall designate no more than two (2) individuals as representatives for participating in the bid sign-ups, except for the December winter bid in which case the Union shall designate no more than four (4) individuals to participate in the winter sign-up. The Union representatives will receive straight time pay for time participating in the sign-up.

ARTICLE 41 **Runs**

41.01 The Authority shall maintain the right to make minor adjustments to regular runs. Minor changes shall be those that do not affect an operator's pay time by more than seventy-five (75) minutes per week. Any operator so affected by such minor changes shall receive additional pay for any increased time at his/her regular rate of pay; provided that any decrease in time will not cause a decrease in pay.

- A.** Any mid-bid changes may be effectuated only after discussing the change(s) with the Union.

41.02 All operators who work regular scheduled runs shall not be required to run extra trips or do extra work unless the operator volunteers for extra work or in case of emergency. When equipment is on the road and relief fails to show, the operator who is to be relieved must continue the run until a relief operator arrives to assume the assignment. Relief will

be made as soon as possible. Relief will normally be made at regular relief points, unless instructed otherwise by Dispatch.

- 41.03** If an operator is relieved at a place other than a regular relief point, the operator shall receive travel time, at his or her straight time, Article 56 rate, from the point of relief to the closest regular relief point.
- (a) A regular relief point is defined as any BART station other than Dublin BART.
 - (b) The Authority will send relief for the operator as promptly as is practical.
 - (c) Travel time shall be compensated on the basis of the running time recorded on the paddle from the relief point to the nearest BART station.
 - (d) Travel time under this provision is not work time for purposes of computing overtime or other pay premiums.
- 41.04** Not less than fifty percent (50%) of all regular runs shall be straight runs. Sixty-five percent (65%) of all regular runs shall be completed within twelve (12) hours. No regular run shall exceed 13 and one-half hours of spread as defined in Article 50.01.

ARTICLE 42

Pay for Claims-Interviews-Testimony-Subpoenas, Etc.

- 42.01** Employees required to be absent from regular duties to give testimony or for any other purpose in connection with Authority business, shall not suffer loss of time for this service.
- 42.02** Employees off duty who are required by Authority to give information, testimony or for any other purpose in connection with accidents will be allowed actual time consumed at place of interview.
- 42.03** If called for this purpose on day off and not already working, part-time employees shall receive a minimum equal to four (4) hours at straight-time. Full-time employees called for this purpose on day off and not already working shall receive a minimum of four (4) hours at straight-time.

ARTICLE 43

Infraction of Rest Period

- 43.01** When the rest period between the time of terminating one (1) day's work and reporting for another day's work is less than ten (10) hours (unless resulting from a voluntary change of runs or shifts), the employee shall be entitled to additional pay for each hour

below ten (10) as follows:

	<u>Additional Paid Time</u>	<u>Cumulative Addition</u>
First hour below ten (10)	30 min.	30 min.
Second hour below ten (10)	60 min.	90 min.

- 43.02** For the purpose of this Article, runs starting at 12:01 a.m. or later shall be regarded as succeeding day's work.

ARTICLE 44 **Trainee Instruction**

- 44.01** All employees assigned a student or trainee for line instruction shall be paid one dollar seventy-five cents (\$1.75) per hour in addition to their regular rate of pay for actual hours of instruction.
- 44.02** **Use of Operators For Training Purposes**

Line Instructor: An Operator who has been certified by the Training Department to train new Operators to drive in-service on that Line Instructor's specific route. New Trainees are released to Line Instruction after completing all required classroom and behind-the-wheel instruction, and after having passed a final "drive test."

Operators wishing to become Line Instructors may apply to the Training Department. To be further considered, these Operators must meet minimum qualifications, which include, but are not limited to, attendance, safety/accidents, and disciplinary actions. To finally be certified as a Line Instructor, Operators meeting minimum qualifications must then pass the current Line Instructors course work and attending tests (if any).

Operator Trainer: From time to time, the Training Department has need for assistance in both classroom and behind-the-wheel training of newly hired Operators. When this need arises, Line Instructors certified as Operator Trainers are used to supplement the training staff.

Line Instructors wishing to become Operator Trainers may apply to the Training Department. After passing an in-person interview, and after completing and passing the course work and road skills testing required by CCCTA and the DOT Trainer program, a Line Instructor will then be certified as a DOT-certified Operator Trainer. DOT trainers/examiners shall be paid three dollars twenty-five cents (\$3.25) per hour in addition to their regular rate of pay for actual hours of DOT training.

Certified Operator Trainers will be used on a rotating basis. While in rotation, any Operator Trainer deemed by the Training staff to be unsatisfactory in the position as a result of their teaching skills, demeanor, or other reason may be deemed ineligible by the Training staff and taken out of rotation.

All eligible and certified Operator Trainers will be placed on a list according to their date of certification. The Training Department will pull Operators from this list on a rotating basis, pulling the next name(s) for each subsequent training class. Operator Trainers who start with a particular class will not be switched out before the class is completed if at all possible.

Operator Trainers will be reminded that they play a dual role of peer driver and bargaining unit member, as well as Trainer with the newly hired drivers. In order to avoid conflicts within this dual role, Operator Trainers will not be allowed to directly impose any discipline on any trainee that could lead to notations in their file, suspension, or possible termination. Operator Trainers observing behavior which warrants disciplinary action shall notify the training staff. If the observation is corroborated by the regular training staff, the trainee will be disciplined.

Furthermore, Operators serving in the capacity of Operator Trainer for a particular class will not be used as Line Instructors for that same class in order to avoid any potential conflicts of interest. The agency will meet and confer with the Union should the need arise to utilize an Operator for both purposes.

ARTICLE 45 Travel Time

- 45.01** Employees who are required to report to the Division prior to going to their assigned relief points, by reason of the Agency's requirement to do so, shall be compensated in accordance with the Fair Labor Standards Act (FLSA).

ARTICLE 46 Occurrence Reports

- 46.01** Employees will be paid up to a maximum of thirty-five (35) minutes for filling out the occurrence/accident report, as required by the Agency. Employees shall have one (1) working day, not including holidays, to turn in reports. Employees will have until the end of their scheduled shift on the following workday to complete the occurrence/accident report.
- 46.02** To appeal a preventable occurrence, refer to Employee Handbook. The Union will appoint two members and two alternates to the Safety Review Panel. These appointments will be made for at least one year or more and be Operators with no preventable accidents in the prior five (5) years. The Union will not appoint any current officers or appoint any Operator with any attendance letters for the prior twelve (12) months. Should there be a Safety Review Training Program created, all Union appointments will be subject to this required training.

ARTICLE 47 Turn-In Time

- 47.01** Those employees required to turn in materials to the Division at the completion of their daily run assignment will be paid five (5) minutes for doing so. Materials include daily

inspection sheets, trip cards, bus schedules, bus number cards, and other items that may be requested.

ARTICLE 48
Report Time

- 48.01** One fifteen (15) minute report time each day will be paid for each pull-out for those employees whose run assignment originated at the Division.

ARTICLE 49
Regular Days Off

- 49.01** The Agency, in preparing run schedules, will assign two (2) consecutive days off insofar as practical for full-time employees.
- 49.02** Time and one-half shall be paid for actual time worked by a full-time employee called to work on his/her day off, if the employee has completed his/her assignments for that week.

ARTICLE 50
Spread Time

- 50.01** All regular split runs that exceed twelve (12) hours spread time will pay, in addition to the regular work assignment pay, a one-half (1/2) hour premium pay for each hour of the run in excess of twelve (12) hours per day. Spread time includes report, platform and turn-in times.
- 50.02** Breaks in service of thirty (30) minutes or less shall be deemed as worked and paid for as such. In split runs, any break in service of more than thirty (30) minutes, excepting the longest break, shall be deemed as worked and paid for as such.
- 50.03** Spread time premiums combined with rest period infraction premiums will not offset overtime premiums. Refer to Section 55.01 for Minimum Wage Guarantee.

Set forth below is an illustration of how spread pay is to be computed for regular run operators.

REGULAR RUN OPERATORS

<u>Platform Hours</u>	<u>Spread Pay</u>	<u>Total Hours</u>
"A" Piece		
Time On	5:00	
Time Off	9:00	
Platform	4:00	
"B" Piece		
Time On	16:00	

	17:00	}	
	18:00		0:30
	19:00		0:30
		}	0:30
Time Off	20:00		
Platform	4:00		
Totals	8:00	+	1:30 = 9:30

Base Hourly Rate		x 21.17
Total Daily Pay		201.12

(Based upon the Step E wage rate in effect on July 1, 2007. This chart does not include overtime. Overtime is paid when "work time + Guarantee" exceeds forty (40) hours in a week.)

ARTICLE 51
Extra Work Rotation

51.01 Extra work which is available will be distributed in the following manner:

1. Extra work will first be assigned to volunteers in each classification listed below in seniority order. Employees must sign up on the volunteer list in dispatch or must call dispatch on a recorded line to volunteer. Volunteers cannot refuse an extra work assignment.
 - (a) Extra board operators (including extra board operators on a hold down)
 - (b) Full-time operators
 - (c) Part-time operators
2. If there are no volunteers who can complete the remaining extra work, an announcement will be made over the public address system notifying employees that extra work is available. Only one (1) announcement shall be made per day. The parties understand and agree that not every operator may actually hear the announcement and that an operator's failure to hear such an announcement shall not be a violation of this Article 51. Operators shall have ten (10) minutes from the time of the announcement to call in to volunteer for extra work. Extra work

will be assigned to employees volunteering in response to an announcement according to the operator's seniority and availability.

3. For those Operators who sign up for Extra Work before 2pm the day prior, Extra Work will be assigned in the order described in Article 51.01(1) as part of the Extra Board/Protection assignment process, and assignments given to these volunteers will be posted along with the Extra Board assignments at approximately 5pm each evening. Any Operator who signs up for Extra Work after 2pm the day prior, or the day of, may do so in person at the Dispatch window or by contacting Dispatch via telephone or radio. Extra Work assigned to volunteers who sign up after 2pm the day prior, shall be assigned from the list in seniority order.

Operators on either the pre-2pm or post-2pm list who stipulate either a route or time limitation will be passed by on the initial sweep through the list if that limitation conflicts with all the pieces of work available.

In order to qualify for an Extra Work assignment from either the pre-2pm or post 2pm list, the Operator must have at least 40 minutes of available drive-time.

4. Any remaining extra work may be offered to any available operator who agrees to perform extra work when asked.

ARTICLE 52

Employee Discipline

52.01 In all cases, the Agency employs a progressive disciplinary program. However, if the seriousness of the infraction warrants, disciplinary action may begin at any step of the program.

- A. Disciplinary infractions which occurred more than three (3) years prior to the most recent infraction, will not be considered when reviewing the most recent infraction and determining the discipline.

52.02 Employees will be advised of pending disciplinary measures within five (5) days of the infraction or within five (5) days from the date the Agency could reasonably be expected to have knowledge of the infraction or within five (5) days of the completion of the Agency's investigation. In no event may the investigation and the notification of disciplinary action exceed thirty (30) days. Upon written mutual agreement of both parties, time limits may be extended or modified.

Disciplinary measures which a supervisor or manager may use are:

- A. Verbal Warning

This is a discussion between a supervisor and an employee regarding an infraction of work rules or policies. This discussion will be done in private. The employee shall be informed that she/he is entitled to Union representation.

B. Written Warning

This is a formal notice to the employee that he/she has violated policy or work rules.

This warning is usually accompanied by a discussion and counseling session to discover the cause of the infraction and to emphasize the importance of compliance with Agency policy and work rules.

C. Disciplinary Suspension

A suspension is an involuntary absence from work for which the employee is not paid. Suspension is not an automatic step in the progressive disciplinary program.

D. Termination

Termination is the involuntary separation of the employee. It is the last step in the progressive disciplinary program. (Refer to Section 12.02B.)

The Agency has the right to terminate an employee for just cause, poor job performance, poor attendance, insubordination, violation of rules/policies, a dishonest or fraudulent act, disregard of the Agency's interest, violation of laws or regulations pertaining to the work environment, incapacity to perform the job.

**ARTICLE 53
Attendance**

53.01 All bus operators are expected to attend work regularly and punctually; to leave for work sufficiently in advance of the scheduled report-times and to have reliable transportation for getting to work.

53.02 Infractions of this policy are called absence instances and are as follows:

53.03 Miss outs

A miss out is an absence or tardy for which the operator fails to follow proper call-in procedure.

A. Operators will be charged with a tardy if they:

1. Report in person to Division within nine (9) minutes and fifty-nine (59) seconds of their report time.
2. Relieve another employee in the field within four (4) minutes and fifty-nine (59) seconds of the designated report time and at the designated place.

B. Operators will be charged with a miss out if they:

1. Fail to report in person to Division ten (10) minutes or more after their report-time. An operator reporting to the dispatch window within fifteen (15) minutes of his or her report time will be assigned to finish the balance of his or her assignment, provided the bus has not pulled out of the yard.
 2. Fail to relieve another employee in the field five (5) minutes or more after the designated time and at the designated place.
 3. Fail to telephone or report to the dispatcher at least forty-five (45) minutes prior to their report-time of their unavailability for work.
- C. Two (2) tardies shall constitute one (1) miss out for purposes of Article 53.
- D. In unusual circumstances the Agency may excuse a tardy or a miss out. Examples of mishaps which shall **not** form the basis for an excused tardy or miss out include power failures, time changes, flat tires, dead batteries, mechanical failures, oversleeps, faulty alarm clocks, family illnesses or normal traffic delays.

Employees who wish to request that tardies or miss outs be excused bear the burden for documenting all material facts constituting the claimed excuse. Such documentation must be acceptable and submitted to the Agency as soon as it is available but in no case later than five (5) working days following the day of the tardy or miss out. No tardy or miss out shall be excused unless the employee advises the supervisor, within twenty-four (24) hours of the tardy or miss out, in writing of the intent to submit documentation to the Agency.

The Agency is to provide the form for writing the notification. The form is to be given to the employee at the same time the written warning is presented.

- E. For each tardy charged, the employee shall be required to perform his or her regular assignment, shall be paid for hours actually worked only and shall have no daily guarantee. 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, and shall have no daily guarantee.

In addition to the above, a progressive system of penalties will be levied for repeated tardies and miss outs.

Employees who incur more than four (4) miss outs, nine (9) tardies or a combination of tardies and miss outs which taken together is equivalent to more than four (4) miss outs, in a five (5) month period are subject to discharge.

53.04 Sick Days

A sick day is an absence for which an operator is ill and unable to perform his/her job duties but has followed proper call-in procedure for reporting off work.

53.05 Unexcused Absence

An unexcused absence is charged to an employee when that employee has been absent from work without sufficient cause but has followed proper call-in procedure.

53.06 Penalty Provisions

Employees who accumulate more than four (4) miss outs, nine (9) tardies or a combination of tardies and miss outs which taken together is equivalent to more than four (4) miss outs, or more than five (5) instances of any kind within a five (5) month period will be subject to termination.

This five (5) month period will be extended by the length of any absence of one week or more (five (5) working days).

ARTICLE 54 Full-Time Extra Board Procedure

54.01 The Agency 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.

54.02 Extra Board Operators and Procedures

A. Purpose of the extra board.

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 the Agency's buses.

B. Composition of the extra board.

1. The extra board shall consist of operators who have bid for places on the board or been assigned to it by the Agency. The extra board will be established by placing all extra board operators who bid the extra board in seniority order on the extra board for the purpose of bidding hold downs, bidding extra work and days off at the beginning of each sign-up and will remain on the board for the duration of the sign-up. Those who are assigned to the board by the Agency will be placed at the bottom of the extra board list for the purpose of bidding hold-downs, extra work and days off, but do not lose seniority for other purposes.
2. Operators going on the extra board for any reason, other than reinstatement, including new operators, shall have their names inserted at the bottom of the extra board without re-establishing the board as stated previously.

3. A reinstated operator shall be returned to the assignment he/she had at the time of termination and the operator who had filled that assignment will return to the extra board. If a bid had occurred during the time the operator was on termination, that operator, when reinstated, would go to the bottom of the extra board.

54.03 Hold Downs

- A. When it is known that any regular full-time run or relief run will be temporarily open for an entire workweek or more, such open run shall be made available to extra board operators on a seniority basis. Known hold downs shall be bid in one (1) workweek increments. Additional days not constituting an entire workweek will be assigned to the extra board. Except for known hold downs, the extra board operators taking the hold down shall remain on it until the return of the operator who temporarily vacated it, or until the next sign-up, whichever occurs first. Extra board operators taking hold downs shall be considered an extra board operator while holding the run. The extra board operator shall begin working the run on the first day of the work week after obtaining same and shall assume that run's days off. Upon relinquishing the run, the operator shall return to the extra board.
- B. Unbid hold-downs are assigned by inverse seniority. Assigned hold-downs will be for four weeks duration or until the next bid, whichever comes first. At the end of the assigned period the hold-down will be rebid.

54.04 Time Off Procedures

- A. Extra board days off shall be designated by the Agency and bid on according to seniority. Days off will be bid during the time each operator bids or is assigned to the extra board. The Agency will assign two (2) consecutive days off to at least fifty percent (50%) of the extra board operators so long as the Authority does not operate Sunday service.
- B. Extra board days off which are permanently vacated or created due to the addition of new operators 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.

54.05 Rotation of the Extra Board

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 2:00 p.m. including Saturdays, and working holidays. All operators off sick must notify the dispatcher by 2:00 p.m. in order to return to work the next day. Rotation shall be alphabetical and shall occur as follows: The top two (2) 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. For daily

rotation, operators newly assigned to the board shall be inserted after the board has rotated.

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 twenty-four (24) hours. There will be no exchange of positions on the extra board and no exchanging of work assignments.

54.06 Distribution of Assignments

After the board has been rotated, known available work shall be assigned in the following manner, provided the operators are fresh:

- A. First-up available operator shall be assigned a report time not later than the first regular to report, for the purpose of protecting the service.
- B. Following operators to be given known work assignments (earliest time on first, etc.). For multiple assignments occurring at the same time, the assignment with the greatest amount of work time shall be assigned first.
- C. Dispatchers will be responsible for the assignment of extra work to operators sitting "point" on a "first-up", "first-out" principle. Board operators shall not be permitted to refuse any assignment. For multiple assignments occurring at the same time for point sitting operators, the first on call operator shall be given the assignment that is completed the earliest.
- D. Dispatchers will monitor workloads and put point operators off duty, for later recall, as the need may arise.
- E. If an operator catches late work for any reason and this work results in his/her not being fresh for the following day's assigned report and work assignment, the operator shall be assigned to the next available assignment after the rest period.
- F. Any work which is cancelled after 5:00 p.m. on the day preceding the day the run was scheduled shall not be operated and the operator assigned to this work shall be placed on protection at the time the cancelled work was scheduled to start and catch work in his rotated position.

54.07 Notification

Extra board operators shall provide to Dispatch a telephone number where they may be contacted. Any change of telephone number must be given to Dispatch on a form provided by the Agency as soon as possible to assure maximum opportunity of contact for extra work.

In the event the report-time has not been posted, the Agency shall be required to make only three (3) telephone calls at least one and one half (1-1/2) hours in advance of the report-time informing the operator to report for duty. If the employee is not at the

telephone number provided he/she shall be considered to be unavailable for duty.

54.08 Hourly Guarantee

Extra Board operators will be guaranteed eight (8) hours pay per day, provided the operator reports for duty when instructed. The ATU and CCCTA will make their best efforts to work on reform of the extra board.

Extra board operators will be guaranteed a minimum of three (3) hours' pay for reporting for duty as instructed. Operators on call shall be guaranteed pay for all hours required to be on call at the telephone number provided in Section 54.07.

54.09 Penalty Pay

All regular split runs that exceed twelve (12) hours spread time will pay, in addition to the regular work assignment pay, a one-half (1/2) hour premium pay for each hour of the run in excess of twelve (12) hours per day, and up to thirteen (13) hours per day. All regular split runs that exceed thirteen (13) hours spread time will pay, in addition to the regular work assignment pay, one (1) hour of premium pay for each hour of the run in excess of thirteen (13) hours per day (also known as "Double Spread"). No offsets for any reason shall be applied to reduce any part of the fourteenth hour pay. Extra board operators will not be required to work a spread of more than thirteen (13) hours.

54.10 Procedural Changes

Extra board procedures may be changed from time to time through meet and confer and consistent with operating needs of the Agency.

ARTICLE 55 Minimum Wage Guarantee

55.01 No full-time regular run or shift shall pay less than eight (8) hours per day inclusive of platform, report, turn-in, pad, and travel time.

55.02 No four day full-time regular run assignment shall pay less than ten (10) hours pay per day inclusive of platform, report, turn-in, pad and travel time.

ARTICLE 56 Basic Wage Rates

56.01 Full-time employees will receive their salary increase upon a step system. During training, employees will be paid at the training rate. After completion of training, employees will advance to the Step A salary rate and remain there for one-hundred and eighty (180) calendar days. Advancement to Steps C, D and E will occur after twelve-month intervals. If an employee is on a leave of any kind, the interval between step increases will be extended by the number of full pay periods the operator is absent. No employee will be paid above the Step E rate.

- 56.02** Effective the first payroll period after Local 1605's ratification of the Comprehensive Tentative Agreement, the basic Step E wage rate will remain \$23.14 per hour. Effective January 19, 2014, the basic Step E wage rate will increase by two percent (2%) and will be \$23.60 per hour, subject to the conditions set forth in Attachment "A". Effective January 18, 2015, the basic Step E wage rate will be \$24.07 per hour, subject to the conditions set forth in Attachment "A".
- 56.03** Step A is 80% of Step E, Step B is 85% of Step E, Step C is 90% of Step E and Step D is 95% of Step E. Training wage rate will be 65% of Step E.
- 56.04** Part-time employees will receive their salary increases based upon a step system. During training, employees will be paid at the training rate. After completion of training, employees will advance to Step A salary rate. After accumulation of 1040 hours worked at Step A, employee will advance to Step B, further progress will occur after the accumulation of 2080 hours between Steps B and C; 2080 hours between Steps C and D; and 2080 hours between D and E.

ARTICLE 57
Term and Termination

- 57.01** Basic wage rates of Article 56 shall be effective as shown herein.
- 57.02** This MOU shall remain in full force and effect to and including January 31, 2016, and shall continue without termination or modification unless the party desiring such termination or modification serves a written notice upon the other party of the proposed termination or modification ninety (90) days prior to the expiration date thereof, and offers to meet the other party and confer for the purpose of negotiating a new MOU or a MOU containing the proposed modifications.

ARTICLE 58
Company Rules

- 58.01** Prior to implementation, the Agency agrees to discuss with the Union all new work rules and personnel policies. Copies of any new personnel policies or revisions to existing personnel policies will be provided to Local 1605 at least ten (10) days before they are implemented. Unless the law mandates a change to the Agency's personnel policies, the provisions of this MOU supersede any contrary personnel policies.
- 58.02** Substance Abuse and Employee Assistance Program

Matters related to Substance Abuse and to the Employee Assistance Program are detailed in the Employee Handbook.

ARTICLE 59
Assignability

- 59.01** This MOU 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 the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind of the ownership or management of either party or by any change, geographical or otherwise, in the location or place of business of either party hereto; provided that this clause shall not affect or bind the parties to the Agency Joint Exercise of Powers agreement when they are receiving a disposition, division or distribution of property or return of surplus monies upon rescission or termination of the Agency pursuant to California Joint Exercise of Powers law, Government Code Section 6500, *et seq.*

ARTICLE 60 **Union Security**

In the event the Meyers-Milius-Brown Act is amended or judicial decision is made by the highest court in the State of California during the term of this agreement permitting a greater form of Union Security than is presently in effect, the Agency agrees that it will, upon written request from the Union, meet and confer with the Union within thirty (30) days after the receipt of such request.

- 60.01** All employees employed by the Agency in the bus operator bargaining unit who are employed by the Agency on the effective date of this MOU 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 following the effective date of this MOU, unless the employee is covered by Sections 60.03 or 60.04 of this Article. The Union's initiation fee shall be waived for any employee hired on or before February 13, 1998. Any arrears in an employee's fees, dues or assessments on or before February 13, 1998 shall be waived by the Union. The parties agree that March 1998 dues shall be covered by this section 60.01.
- 60.02** An employee in the bus operator bargaining unit who is employed by the Agency after the effective date of this MOU shall, as a condition of employment, become and remain a member in good standing of the Union not later than the thirty-first (31) day after employment, unless the employee is covered by Sections 60.03 or 60.04 of this Article below. The Union's initiation fee shall be due no sooner than the conclusion of the employee's probationary period.
- 60.03** Notwithstanding Sections 60.01 and 60.02, 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 within sixty (60) days after the end of each fiscal year, the Union will provide a copy to the Agency and will make available to all Union members a detailed balance sheet and operating statement performed 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.

60.04 Notwithstanding Sections 60.01 and 60.02 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 60.03.
- B. Qualified Charitable Contribution shall be paid to any non-religious charity that is exempt from taxation under Section 503(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. The employee shall supply the Agency 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. The employee and the Union shall each bear one-half of the cost of said arbitration, including: the Fee of the American Arbitration Association and arbitrator, the cost of the certified transcript of the proceedings shall be paid by the party requesting same.

60.05 In the event an employee fails to apply for or maintain membership in the Union, or make payment as required by Sections 60.03 or 60.04 of this Article, the Union may notify the Agency 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 60. Upon receipt of such notification, the Agency and the Union shall have five (5) working days during which to counsel the employee in order to secure the employee's voluntarily becoming a member or maintaining membership in good standing of the Union, or making payments as required by Sections 60.03 or 60.04 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 60.03 or 60.04 of this Article, the Union may request in writing that the Agency terminate the employee's employment.

The Agency shall issue a letter of intent to terminate the employee within three (3) days of receipt of the Union's written request. If there is a dispute between the Union and the employee as to any payments due or whether the employee is a member in good standing of the Union, the Agency shall not terminate the employee's employment until that dispute has been fully and finally resolved.

- 60.06** The Agency shall notify the Union promptly, in writing, of all new hires and termination of bargaining unit employees.
- 60.07** The Union shall indemnify and hold the Agency 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 Agency with respect to this Article.

ARTICLE 61 **Operator Meal/Rest Periods**

- 61.01** It is the intent of the parties to fully comply with meal/rest periods for public transit operators pursuant to a collectively bargained agreement as provided for by state law as amended. The parties are committed to implement applicable provisions within the spirit and intent of the law by the terms set forth below.
- A.** Effective with the agreement dated July 1, 2004, the parties agree to make adjustments to operator assignments to allow time for operator meal/rest periods.
- B.** Disputes including the interpretation, application or enforcement of this meal/rest period provision shall be subject to any dispute resolution procedures provided in the grievance and arbitration procedures of Article 10.
- C.** The parties will establish a committee of two members appointed by the Local 1605 and an equal number appointed by the Director of Transportation. The committee shall be charged with the task of reviewing operator assignments to ensure that all assignments comply with the spirit of the law. It will not be necessary for all appointees to be present at every meeting. The committee shall review the existing "Operator Defect Report" forms to investigate assignments that may be out of compliance with appropriate meal/rest periods. The committee will recommend solutions to the scheduling department. Valid issues as presented by the committee shall be resolved, within no more than two Sign Ups following the Sign Up where the issue was presented to the Scheduling department. The committee shall be responsible for providing a response to all claims of insufficient meal/rest periods. Should the committee deadlock concerning its recommendation; the deadlocked issue will be referred to the Director of Transportation for resolution. If still not resolved, the issue will then be referred to the General Manager. Any disputed time issue unresolved may be taken to binding arbitration. An arbitrator may not require the Authority to modify any aspect of service other than to require appropriate meal/rest periods to be incorporated into the service.

D. Definitions:

1. A Meal Period is any unpaid break of 30 minutes or greater in which the operator is relieved of all job duties, except for unloading passengers and securing the bus in an appropriate location.
2. A Rest Break is a paid break of 10 minutes where an operator is relieved of driving responsibilities and is free to engage in non-work activity.

E. Meal/rest period usage:

1. No rest period is required for any fragment of work less than 4 hours.
2. Any piece of work with platform of 4 hours will have a Rest Break.
3. Any piece of work with a platform of 6 hours will have the equivalent time of a Meal Period and Rest Break.
4. Any piece of work with a platform of 8 hours will have the equivalent time of a Meal Break and two Rest Breaks.
5. All breaks should be distributed as evenly as possible across an operators work schedule.
6. Time allocated to Meal Periods and Rest Breaks is in addition to appropriate recovery time regardless of how labeled and spread across operator assignments.

F. All routes have been reviewed with the Local 1605 and approved by the Local 1605 and as of July 30, 2007 there are no compliance issues under this article.

ARTICLE 62

Use Of Electronic Media In Disciplinary Actions

- 62.01** The Authority employs electronic media including audio, video, GPS, AVL and other electronic technologies on Authority vehicles for the purpose of promoting safety, efficiency, customer service and for the purpose of ensuring compliance with federal, state and local laws and regulations.

The Authority may use electronic media evidence as support for employee disciplinary action. The Authority will not, however, initiate the review of electronic media solely for the purpose of looking for employee misconduct. The Authority will have a legitimate business reason, such as but not limited to, a reported or observed incident, law enforcement request, accident or unreported damage for review of electronic media for disciplinary purposes. If the Authority uses electronic media as support for disciplinary action it will provide the ATU with a copy of the electronic media at the time it notifies the ATU of its intention to take the proposed disciplinary action.

The General Manager, the Director of Transportation, the Senior Manager of Transportation and the Transportation Manager may authorize the review of electronic media for disciplinary purposes. Each review will be logged showing the date of authorization, the name of the person authorizing the review and the reason for the review. In addition, the electronic media log will record the coach number and if possible the name of the operator(s) responsible for the coach during the time the electronic media is being reviewed.

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 two (2) hours pre and post reported incident, except for conduct directly relevant to the incident. If the date and time of the incident is not reported or not reported accurately, the Authority may review the media to locate the incident.

Criminal conduct, conduct constituting a violation of federal or state transit regulations may be reviewed and used for disciplinary purposes irrespective of when or where such conduct appears or is recorded on the electronic media.

The Authority will, upon request, meet and confer with the Union before it begins using new electronic media technologies.

IN WITNESS WHEREOF the parties have caused their names to be subscribed on this

2 day of 28, 2014.

FOR THE AUTHORITY

Rick Ramacier
RICK RAMACIER,
General Manager

FOR THE UNION

Judy Barrientos
Judy Barrientos, President
ATU Local 1605

Jane Owens
Jane Owens, Vice President
ATU Local 1605

Agustin Barrientos, Jr.
Agustin Barrientos, Jr., Chief Shop Steward
ATU Local 1605

Joyce Clark
Joyce Clark, Member
ATU Local 1605

Felipe Woody
Felipe Woody, Member
ATU Local 1605

SIDE LETTER AGREEMENT
BETWEEN
COUNTY TRANSIT AUTHORITY AND ATU, LOCAL 1605

This Side Letter Agreement shall be in effect during the final two (2) years of the 2013-2016 Memorandum of Understanding ("MOU") between Central Contra Costa Transit Authority ("Authority" or "County Connection") and the Amalgamated Transit Union, Local 1605 ("ATU Local 1605").

If during years two or three of the 2013-2016 MOU, the Authority agrees to a wage increase for any other bargaining unit(s) or the unrepresented employee group, ATU Local 1605 represented employees will receive a wage increase equal to the amount of the wage increase paid to the other bargaining unit(s) or the unrepresented employee group, less the amount of the wage increase the ATU Local 1605 represented employees received that year.

FOR ATU LOCAL 1605

By:

Judy Barrientos
Judy Barrientos
President

Dated:

2/28/14

FOR THE AUTHORITY

By:

Rick Ramacier
Rick Ramacier
General Manager

Dated:

2/19/14

542-994

