

SPECIAL BOARD AGENDA

Tuesday, September 29, 2015

RAMONA GARDEN PARK COMMUNITY CENTER

Corner of Ramona and 10th Streets, Grover Beach, California

2:30 p.m. to 3:30 p.m.

(Ending time is approximate)

Chairperson: Jim Guthrie
Director: Shelly Higginbotham

Vice Chair: Lynn Compton
Director: Barbara Nicolls

Individuals wishing accessibility accommodations at this meeting under the Americans with Disabilities Act (ADA) may request such accommodations to aid hearing, visual, or mobility impairment (including Limited English Proficiency) by contacting the SCT offices at 781-1338. Please note that 48 hours advance notice will be necessary to honor a request.

NOTE: The Arroyo Grande City Council Chambers facility is served hourly by SCT Route 24.
Please call 541-2228 for more information.

CALL TO ORDER AND ROLL CALL

PUBLIC COMMENTS: This portion of the agenda is reserved for any members of the public to directly address the South County Transit Board on any items not on the agenda and within the jurisdiction of the Board. Comments are limited to three minutes per speaker. The Board will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

A. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL: It is the intention of the Board to meet in closed session concerning the following items:

None

B. ACTION AGENDA

B-1 Ratification of Collective Bargaining Agreement (Action)

C. CONSENT AGENDA: (Roll Call Vote) the following items are considered routine and non-controversial by staff and will be approved by one motion if no member of the South County Transit Board or public wishes an item be removed. If discussion is desired by anyone, the item will be

South County Transit, operated by the San Luis Obispo Regional Transit Authority, is a Joint Powers Agency serving residents and visitors of: Arroyo Grande, Grover Beach, Pismo Beach, Shell Beach and Oceano

removed from the consent agenda and will be considered separately. Questions of clarification may be made by South County Area Transit Board members, without the removal of the item from the Consent Agenda. Staff recommendations for each item are noted following the item.

C-1 SCT Minutes of September 11, 2015 (Approve)

D. DIRECTORS' COMMENTS

E. EXECUTIVE COMMITTEE MEMBERS' COMMENTS

ADJOURNMENT

Next South County Transit Board meeting: **October 21, 2015**

SOUTH COUNTY TRANSIT
September 29, 2015
STAFF REPORT

AGENDA ITEM: B-1

TOPIC: Ratification of Collective Bargaining Agreement between the South County Transit and Teamsters Local 986

PRESENTED BY: Geoff Straw

STAFF RECOMMENDATION: Approve Agreement between the South County Transit and Teamsters Local 986

RTAC RECOMMENDATION:

BACKGROUND/DISCUSSION:

Teamsters Local 986 represents the Bus Operators and Utility Workers employed by SCT. The proposed agreement was reached after the SCT and Teamsters met, conferred and negotiated in good faith concerning wages, benefits and other conditions of employment required by the Meyers-Milias Brown Act, as well as the SCT Employer-Employee Relations Policy. The contract term would retroactively take effect on September 19, 2015 and would expire on January 31, 2018.

The tentative agreement was be voted on by the employees that are represented by the Teamsters on September 19, 2015. In order to implement the collective bargaining agreement, it must now be approved by the Board.

Staff Recommendation

Approve agreement between SCT and Teamsters Local 986.

ARTICLE 1
Recognition

SECTION 1. **Bargaining** – SCT recognizes the right of its employees to bargain collectively through representatives of their own choice and recognizes the Union as the exclusive representative of all its employees covered by this Agreement. The Union recognizes the powers and duties of SCT as defined in the *SCT Employer-Employee Relations Policy*. Jurisdiction of the Union and the appropriate unit for collective bargaining are defined as embracing all operating and utility employees included within the classifications of employees as set forth in the wage sections of this Agreement. For the purposes of this Section, to bargain collectively is the performance of the mutual obligation of SCT and the Union to meet and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an Agreement, or any question arising there under, and the execution of a written contract incorporating any Agreement reached if requested by either party.

SECTION 2. **Access** – Any authorized Union representative on the premises of SCT during working hours to transact Union business shall not unreasonably interfere with or delay any employee in the conduct of work generally adhering to the principals of communicating with employees. It is understood that the authorized Business Agent of the Union shall notify SCT upon arrival when visiting SCT premises. Union Officials shall have access to SCT's premises during work hours for the purpose of seeing that the provisions of the Agreement are being adhered to. In no event may any Union representative interfere with the operation of SCT.

The SCT Board of Directors has requested that an aggrieved SCT employee follow the chain of command so that the grievance can be properly addressed by management prior to being aired in public. Nonetheless, SCT acknowledges that all employees continue to have the right to contact and speak individually or in public with any Elected Official and may do so without risk of retaliation. SCT employees covered under this Agreement will not be on paid duty when addressing Elected Officials, unless specifically invited by SCT management to participate in a public setting.

SECTION 3. **Meetings** – Should the Union desire to discuss with SCT any general problems not pertaining to grievances, a meeting shall be arranged upon written request at a time mutually agreed upon. Any such meeting may include either employees and/or Union stewards. All requests for such meetings should be made through the office of the SCT Administrator.

SECTION 4. **Definitions** – When the term “employee” is used in this Agreement, it shall mean an operating or utility employee included within the classifications of employees as set forth in the wage sections of this Agreement.

When the term “day” is used in this Agreement, it shall mean those days that the SCT administrative offices are open, generally, Monday through Friday, excluding holidays as set forth in Article 27 of this Agreement.

SECTION 5. **Stewards** – The list of names of the two authorized Union stewards shall be given to the SCT Administrator, as well as any change in such list, at least three (3) work days prior to the effective date such authorized representatives assume office. Union stewards shall be bargaining unit employees designated by the Union. Union stewards shall have the right to represent bargaining unit employees during discipline investigations and the grievance procedure. After being coordinated and authorized by management, Union stewards shall be granted reasonable release time to represent employees in rights disputes.

SECTION 6. **Union Security** – Dues/“Fair-Share” Fees Deduction

- A. **Membership** – Any employee in the unit who is currently or after the effective date of this Agreement becomes a member of Union shall remain a member for the duration of this Agreement. However, during the month of December of any year of this Agreement any member may withdraw from the Union their membership by notifying SCT and the Union through written cancellation of membership.
- B. **Representational Fee** – All unit employees are subject to the payment of a representation fee, but hereunder shall have the right to object to any part of that fee payable by him or her which is claimed to represent the employee’s additional pro rata share of expenditures by the Union that is in aid to activities or causes of a partisan, political, or ideological nature, or that is applied towards the cost of benefits available only to members of the Union, or that is utilized for expenditures that are not necessarily or reasonably incurred for the purpose of performing the duties incident for meeting and conferring or administering the Agreement.
- C. **Dues Deduction** – During the term of this Agreement, upon receipt of an executed voluntary written authorization, SCT shall deduct Union dues from the second pay warrant of the month for employees who are members of the Union. The form for this purpose shall be provided by the Union and the amounts to be deducted for Union dues shall be certified to SCT by the appropriate Union official. In those cases where the SCT employee also works at another Teamsters Local 986-represented location, the location with the higher wage rate will conduct the dues deduction.

SECTION 7. **Agency Shop** – The following agency shop provisions are set forth for informational purposes to generally describe requirements of Government Code section 3502.5 and other applicable laws. If any of the following descriptions are inconsistent with Government Code section 3502.5 or any other applicable law, the provisions of the applicable law shall apply.

- A. **Agency Shop** – Agency Shop as used in this Article means an organizational security arrangement as defined in Government Code Section 3502.5 and any other applicable law.

- B. **Decision Within 30 Days** – Unless an employee qualifies for an exemption under subsection H below, within thirty days after the State Mediation and Conciliation Service’s certification of approval of the agency shop election results, each employee shall be required to either become and remain a member of the Union or pay an agency fee to the Union in an amount that does not exceed that which may be lawfully collected.
- C. **Payroll Deductions** – Union dues or fees shall be deducted by SCT from an employee’s paycheck on a bi-weekly basis starting the first day of the month following completion of thirty (30) calendar days of employment, subject to the limitations and practices of SCT’s payroll system.
- D. **Agency Fee** – As to non-members objecting to the Union spending their agency fee on matters unrelated to collective bargaining and contract administration, the amount of the agency fee charged shall not reflect expenditures which the courts have determined to be non-chargeable, including political contributions to candidates and parties, members only benefits, charitable contributions and ideological expenditures and, to the extent prohibited by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation.
- E. **Union Disclosure** – The Union shall comply with applicable law regarding disclosure and allocation of its expenses, notice to employees of their right to object, provision for agency fee payers to challenge the Union’s determinations of amounts chargeable to the objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway.
- F. **Objection Procedure** – The Union shall make available, at its expense, an expeditious administrative appeals procedure to unit members who object to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made by an impartial decision-maker jointly selected by the Union and the objecting employee(s). The Union shall make a copy of such a procedure available to non-Union member employees and SCT.
- G. **Applicable Law** – The foregoing description of permissible agency fee charges and related procedures is included herein for informational purposes and is not intended to change applicable law.
- H. **Exemption from Agency Fee Obligations: Religious/Conscientious Objections** – An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee must present a written declaration to the Union, with a copy to SCT that he or she is qualified for this

exemption. The employee will be required to pay agency shop fees to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, as designated by the employee from a list designated by the parties. This list will be agreed upon by the Union and SCT prior to the collection of fees under this article.

- I. **Leave Without Pay/Insufficient Earnings** – The employee’s earning must be sufficient, after required deductions are made, to cover the full amount of the dues or agency shop service fees. Therefore, when an employee is in a non-pay status for an entire pay period, no withholding will be made to pay for agency fees. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all required deductions have priority over Union dues and agency shop fees.
- J. **Rescission of Agency Shop** – An agency shop provision may be rescinded pursuant to the procedures contained in Government Code section 3502.5(d) and as further defined in the *SCT Employer-Employee Relations Policy*. Rescission elections shall be conducted by the State Mediation and Conciliation Service using the same procedures utilized for the implementation election.
- K. **Union Indemnification** – The Union shall indemnify, defend, and hold SCT, its governing board, officers, and staff, harmless against any and all claims, demands, suits, orders, or judgments, or any other form of liability that arises out of or by reason of this article, or action taken or not taken by the Union or SCT under this article. This includes, but is not limited to the SCT attorney’s fees and costs.

ARTICLE 2

Assignability

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by 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 in the ownership or management of either party hereto or by any change, geographical, or otherwise, in the location or place of business of either party hereto.

ARTICLE 3

Duration

SECTION 1. **Notice** – This Agreement shall be in effect from day of ratification to January 31, 2018 both inclusive, and from year to year thereafter, except that at the expiration of the contract term or of any renewal thereof either party may terminate the Agreement by giving

notice to the other party of its intention to terminate the Agreement or to negotiate changes in its terms.

Said notice shall be in writing and be delivered to the other party not more than one-hundred and twenty (120) and not less than ninety (90) calendar days before the expiration of the contract term or of any renewal thereof. If such notice is given by either party, it shall also contain an offer to meet and confer with the other party for the purpose of negotiating a new contract.

SECTION 2. **Impasse** – If either party declares impasse, the State Mediation and Conciliation Service and any State agency established to mediate and conciliate disputes within the State shall be notified of the existence of a dispute and requested to mediate said dispute.

ARTICLE 4 **Negotiations**

SECTION 1. It is mutually agreed that all business comprehended by this Agreement shall be transacted between the properly accredited officers or agents of SCT and the duly authorized representatives of the Union.

SECTION 2. The Union agrees to furnish SCT with an up-to-date list of all its authorized representatives and stewards and to immediately notify SCT of any and all changes thereto.

ARTICLE 5 **Management**

SCT retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by SCT and not abridged herein include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees; schedules of operation and reasonable work load; to specify or assign work requirements; to schedule working hours and shifts; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means and places of providing services, and to take whatever action necessary to prepare for or operate in an emergency.

ARTICLE 6 **SCT Work Rules**

It is mutually agreed that reasonable rules and regulations made by SCT, not in conflict with the provisions of the Agreement or any Federal, State or City law, are necessary to the efficient operation of the equipment and maintenance of SCT's property. Prior to implementing rules and regulations SCT will transmit an electronic copy to the Local Union Office.

ARTICLE 7
Grievances and Grievance Procedures

SECTION 1. **Definition** – A grievance is defined to be any complaint or dispute arising between the parties of this Agreement as to working conditions or as to the application of this Agreement between the parties.

SECTION 2. **Grievance Procedure** – In the settlement of grievances under the terms of this Agreement, the following procedure shall be observed:

- A. No grievance shall be entertained or considered unless it is presented in the following manner:

Step 1: **Verbal** – The employee or the Union shall confer with the employee's supervisor, or his/her designated representative, within ten (10) work days after an incident occurs which causes the employee know, or by the exercise of reasonable diligence could have allowed the employee to know, the facts upon which the grievance is based. The employee's supervisor, or his/her designated representative, shall give his/her answer to the employee not later than five (5) work days after the conference with the employee.

Step 2: **Written** – If the answer of the employee's supervisor, or his/her designated representative, in Step 1 is unsatisfactory, the grievance shall be presented in writing and contain a statement of the pertinent facts and the provisions of the Agreement allegedly violated and remedy sought to the RTA Manager of Operations within ten (10) work days after the answer in Step 1.

Step 3: **State Mediation & Conciliation Service Review** – If requested by Union within ten (10) days after the receipt of the written grievance in Step 2 by the RTA Manager of Operations, the State Mediation & Conciliation Service (SMCS) will review the written determination and provide a recommendation to uphold or modify the determination.

Step 4: **Administrator** – If the grievance is not resolved within five (5) work days after the receipt of the written grievance in Step 2 by the RTA Manager of Operations or within five (5) work days after the receipt of the SMCS recommendation, the grievance shall automatically move to the Administrator or his/her designated representative. The Administrator will provide a summary of any grievance including the SMCS recommendation that has reached Step 4 to the SCT Board of Directors at its next scheduled meeting not for further action but for information purposes only.

- A. Any grievance presented in a due and timely manner as hereinabove provided shall be taken up by the officers or committee of the Union and the Administrator or his/her designated representative or designated officials of SCT within ten (10) work days of the completion of Step 2, and SCT's decision will be in writing to the Union.
- B. Within fifteen (15) work days thereafter such grievance shall be settled or arbitration shall have been demanded as hereinafter provided. If not so settled and if arbitration shall not have been so demanded by either SCT or the Union, such grievance shall be considered waived.

SECTION 3. **Time Waiver** – The time limits herein specified shall be calculated by excluding Saturdays, Sundays and holidays. Time limits may be waived by mutual agreement. Grievances submitted dealing with a Notice of Intent to Discipline are to be filed within five (5) work days and will be adjudicated according to the steps detailed in Article 17 Section 6.

SECTION 4. **Notice** – For all purposes hereunder, notices will be considered sufficiently served when mailed postage prepaid by certified mail, or when hand-delivered, or electronic transmission (e-mail or facsimile with verification), to the Administrator, or his/her designated representative, at 179 Cross Street, San Luis Obispo, CA 93401 for service upon SCT.

ARTICLE 8

Arbitration

In the event any grievance cannot be adjusted as set forth in Article 7 hereof, and either party elects to go to arbitration, such party may do so by sending written notice of such desire to the other party within a period of fifteen (15) work days after the date of the delivery of the decision of SCT as provided in Article 7, Section 2, paragraph A, hereof.

- A. **Selection of an Arbitrator** – An arbitrator shall be selected from a list of seven (7) names obtained from the Federal Mediation and Conciliation Service. Such a list shall be one mutually requested by the parties to this Agreement, and shall be used until such time that either party requests that a new list be requested from the FMCS. The arbitrator shall be selected by the parties alternately striking a name from the list until only one name remains. The Union shall strike the first name.
- B. **Arbitrator's Jurisdiction** – The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of this Agreement. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of SCT and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and SCT.

- C. **Fees and Expenses of Arbitration** – The expenses of the arbitrator and hearing room will be equally shared between SCT and the Union; otherwise each party shall bear its own arbitration expense.

ARTICLE 9

Reopening Clause Under Wage Section

Notwithstanding the provisions of Article 3, in the event SCT, or any part of it, is acquired by purchase, lease or otherwise, or operated, by any successor, and in the event that the successor so acquiring or operating SCT pays a higher basic hourly, daily, or weekly wage rate, including the product of any cost of living escalator provision, to any employee or employees performing comparable work to the work performed by employees under the terms of this Agreement, the Union may, after the effective date of such purchase, lease or otherwise, reopen the wage provisions of this Agreement upon thirty (30) calendar days notice in writing.

ARTICLE 10

Changes of Employee Classifications

Should changes be made in the operation of SCT's equipment creating classifications of employees not contemplated or covered by this Agreement, the parties hereto agree to negotiate supplemental agreements covering such necessary changes in classifications.

ARTICLE 11

Bulletin Boards

A bulletin board shall be provided for the exclusive use of the Union on SCT's property for the proper display of official bulletins, notices, etc.; provided that in order to entitle such bulletins and notices to be posted on the board they shall be attested to by the proper officers of the Union and have the official seal attached.

ARTICLE 12

Waivers

SCT's failure to exercise any function or right hereby reserved to it, or its exercise of any function or right in any particular way shall not be deemed a waiver of its right to exercise such function or right, nor preclude SCT from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 13

Warranties

SECTION 1. **Performance** – Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of the Agreement, and further that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision hereof.

SECTION 2. **Signatory** – The individuals signing this Agreement in their official capacity hereby warrant their authority to act for their respective parties.

SECTION 3. **Complete Agreement** – This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Unless otherwise specifically set forth herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein.

ARTICLE 14
Check Off

SECTION 1. SCT agrees to deduct from the pay of each member of the Union employed by SCT, such dues, fees and assessments as may be levied by the Union. Payment will be made by SCT to the Union within ten (10) work days – excluding holidays – following the second payday in each calendar month. The Union shall furnish to SCT at least five (5) work days prior to the last day of each calendar month a list of all Bus Operators employed by SCT and belonging to the Union, and a separate list of all Utility employees of SCT belonging to the Union, together with the amount of the deductions to be made from the next pay check of each person shown on such lists. SCT agrees to remit to the Union such lists. SCT agrees to remit to the Union within ten (10) work days following the second payday in each calendar month the aggregate amount of the deduction shown on the lists so furnished during the immediate preceding calendar month.

SECTION 2. The individual authorization for the deduction of regular monthly membership dues shall be worded as follows: “REQUEST FOR DEDUCTION OF TEAMSTERS LOCAL 986 MEMBERSHIP DUES”

I,

_____, the undersigned employee of SCT, do hereby individually and voluntarily authorize and request SCT to deduct such dues, fees and assessments of Local 986 from any wages due to me during the second pay period of any month. I further authorize the said SCT to base its deductions on a list furnished to it each month by the financial secretary of said Local No. 986 showing such dues, fees and assessments to be deducted

from the wages of each of its members. Whenever such list indicates that the amount of the membership dues has been changed, it must be accompanied by a certificate of the financial secretary of the Union that such change in the amount of membership dues has been brought about in accordance with the constitution and bylaws of the Union.

All sums so deducted are to be transmitted by SCT to the financial secretary of Local No. 986.

Dated this _____ day of _____ 20_____.

Employee

ARTICLE 15
Probationary Period

All new employees shall be on probation for a period ninety (90) calendar days after the successful completion of the training period. Such probationary period shall constitute a trial period during which SCT is to judge the ability, competency, fitness and other qualifications of new employees 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 probationary employees; except the judgment of SCT regarding a probationary employee's qualifications shall not be subject to the grievance and arbitration procedure. The probation period may be extended up to ninety (90) calendar days by mutual agreement of SCT and the Union.

ARTICLE 16
Seniority

SECTION 1. **Definition** – All seniority shall be proper seniority and shall be governed by the date and hour of employment with SCT. Seniority of service with SCT and qualifications which shall be jointly determined by SCT and the Union shall govern in run bidding, promotions, layoffs, and re-employment of qualified employees. This Section and Article shall apply only to those job classifications which are included in the terms of this Agreement. For purposes of job bidding, seniority is defined as the amount of time that the employee has been continuously employed by SCT.

SECTION 2. **Transferring** – Employees transferring from the operating department to the utility department or from the utility department to the operating department, with the consent of SCT and the Union, may bid during the interim period between regular sign-ups only for open or vacant shifts.

SECTION 3. **Effect of Transfer on Seniority** – No change in classification of an employee, whether within any one of the main classifications or from one main classification to another, shall cause any loss in the seniority of such employee.

SECTION 4. **Procedure** – In the event of a changed classification, any employee found to be unqualified shall be restored to his/her former position without loss of seniority. The retention of an employee beyond forty-five (45) calendar days, upon completion of training, in such changed classification shall be deemed an acceptance of his/her qualifications by SCT. Employees who have been promoted and have retained their new classifications more than forty-five (45) calendar days beyond training but whose job is subsequently eliminated by a reduction in staff or for other reasons, shall be permitted to resume his/her position on the seniority list in his/her former job classification.

ARTICLE 17

Discipline and Discharge

SECTION 1. **Compliance** – Employees shall be in compliance with all rules, regulations, policies and procedures, orders, bulletins, and instructions provided by SCT. Ignorance on the aforementioned will not be accepted as a valid reason for failing to comply.

SECTION 2. **Discipline For Cause** – No employee will be disciplined, discharged, suspended, nor will adverse entries be made in a personnel record, except for just and significant cause. “Discipline” shall mean a verbal or written warning, loss of pay, suspension, demotion, or termination of regular employment. Verbal warnings, as well as written warnings that do not include suspension without pay, are not subject to the grievance process.

SECTION 3. **Employee Records** – In cases of disciplinary action for a generally unsatisfactory record, positive or negative notations on an employee’s record more than eighteen (18) months old as of the date of the infraction under investigation, will not be taken into consideration or be admissible as evidence.

SECTION 4. **Notice of Intent to Discipline** – SCT agrees that it will notify the employee and the Union, in writing, within fifteen (15) work days from the date of knowledge, that a specific employee is responsible for the occurrence forming the basis for the contemplated discipline or discharge of its intention to render discipline. No employee will be disciplined, discharged or suspended unless a copy of the precise and complete charges against the employee is furnished the employee, with an electronically-transmitted copy to the Union, within fifteen (15) work days. Time limits set by this paragraph may be extended during any period where an active criminal investigation is underway related to suspected theft or embezzlement.

SECTION 5. **Right to Union Representation** – Employees shall have the right to Union representation at any investigatory interview or hearing which SCT conducts for the purpose of determining the possibility of disciplinary action against the employee, provided the employee

makes a clear and timely request for representation to SCT representative conducting the investigation, and the Union provides a representative in a reasonable time.

SECTION 6. **Hearing Process** – Employees shall have the exclusive right to request a Skelly hearing on the charges within five (5) work days of receipt of the charges and intent to impose discipline. Failure to request a hearing within five (5) work days after receipt of the charges will be a forfeiture of the right to a hearing, provided, however, for good and sufficient cause, the time limitation to answer the charge may be extended by SCT. The hearing shall be held within ten (10) work days of the date the request for a hearing is received by SCT. An employee who has been notified of SCT's intention to render discipline shall be entitled to a fair and impartial hearing by an SCT representative not directly involved with the investigation, who will serve as the Hearing Officer.

SECTION 7. **Employee Review of Facts** – At any hearing, the employee and the Union representative will be allowed to question all pertinent witnesses. Copies of all reports and evidence to be used at the hearing will be given to the employee five (5) work days in advance. All video evidence will be available to the employee and Union representative for review no less than three (3) days prior to the hearing. Only new evidence shall be permitted after that day and sufficient time must be provided to the Union for review of any new evidence.

SECTION 8. **Written Decision** – The Hearing Officer shall render a written decision to the employee's supervisor within three (3) work days, following completion of the hearing. The employee's supervisor will then issue a final determination notice that includes a copy of the Hearing Officer's written decision within ten (10) work days of the hearing. That determination notice shall be provided to the employee in-person, via interoffice mail system or via U.S. Postal Service first-class certified mail, with an electronic copy provided to the Union. The employee shall then have up to five (5) work days from the date the determination notice was received to protest the decision, and SCT will provide a second-level appeal hearing within ten (10) work days.

SECTION 9. **Appeal of Written Decision** – If an appeal hearing is requested, it will be conducted within ten (10) work days by SCT's Administrator (or his designated representative), who will serve as the Appeal Hearing Officer. Following the appeal hearing, the Appeal Hearing Officer will render a written decision within fifteen (15) work days, and this notice shall be provided to the employee in-person, via interoffice mail system or via U.S. Postal Service first-class certified mail, with an electronic copy provided to the Union.

SECTION 10. **Major Offenses** – Violations of the following rules are considered major offenses and shall be grounds for suspension with pay pending investigation:

- A. The use or possession of alcohol, while on duty.

TENTATIVE AGREEMENTS MASTER
19-Sep-2015

- B. The sale, offer to sell, purchase, use, manufacture, transfer or possession of illegal drugs or substances, or legal prescription drugs illegally obtained or not used as specifically prescribed. The use of legal drugs, at any level, or in a manner, combination or quantity that hinders an employee's ability to perform the job is prohibited. Additionally, no employee shall bring drug paraphernalia onto SCT property or into SCT equipment or vehicles.
- C. Refusal to submit to a drug or alcohol test.
- D. Falsifying a report, timesheet/timecard or a certificate or declaration of injury or sickness.
- E. The use, threatened use, and/or possession of weapons are prohibited. They are not to be on the person of any employee during working hours or while on SCT property. Weapons include, but are not limited to: guns, knives, edged objects, stun guns, mace, or any instrument used to inflict harm or injury. Possession of a pocket knife or utility tool with a blade length of less than two (2) inches is permissible for personal use. The carrying of pepper spray while on duty is prohibited unless written permission is granted.
- F. Theft, including failure to turn in Lost and Found articles.
- G. Conviction of a felony or Driving Under the Influence (DUI) on or off duty.
- H. Lewd or lascivious behavior while on or off duty and while in SCT uniform.
- I. Failure to immediately report a vehicle collision or safety incident that involves an SCT vehicle or property.
- J. Falsifying a vehicle collision or safety incident report that involves damage to an SCT vehicle, another vehicle, SCT property, a fixed object or involving bodily injury, whether suffered by the SCT employee involved in the vehicle collision or safety incident or another person and whether actually suffered or claimed to be suffered.
- K. Job Abandonment: Defined as failure to contact Dispatch or an SCT Supervisor for two (2) or more consecutive calendar days of unauthorized absence. (Exception emergency: Shall be defined as emergency medical treatment, hospitalization, automobile collisions, and schedule failure of public transportation, acts of God or natural disasters).
- L. Racial harassment or sexual harassment or other behavior of a discriminatory nature.
- M. Driving an SCT vehicle without a valid, proper California driver's license (including appropriate endorsement) or with a suspended or expired license or DOT medical card.

TENTATIVE AGREEMENTS MASTER
19-Sep-2015

- N. Vandalism or willful damage to SCT property or equipment, or to another SCT employee's property or equipment while on SCT premises.
- O. Fighting or any physical violence on SCT property or while on duty except to prevent personal injury.
- P. Involvement in any one preventable vehicle collision or safety incident that results in death or serious bodily injury ("serious bodily injury" means an injury which consists of a physical condition that creates a substantial risk of death, loss of a body member, organ or paralysis) that is caused by the employee's negligence. The employee will be considered to have been negligent if as a result of such a vehicle collision or safety incident he/she is determined to have violated any local, state, or federal law in connection with the collision/incident.
- Q. Fueling a personal vehicle using an SCT fueling resource without documented authorization from the employee's supervisor.
- R. Knowingly starting and/or removing an SCT vehicle from SCT property that is "red-tagged" (unable to be used for any reason).
- S. The use of cellular telephones, pagers, radios, MP3 or other portable music or video players, including the use of peripheral equipment such as earphones, earbuds, "Bluetooth" equipment and other hands-free devices while operating an SCT vehicle. Use of such equipment, especially cell phones, is illegal and is not an acceptable practice for employees involved in the transportation and safety of the general public. This includes while stopped for traffic signal and/or the use of "hands-free" speakers and headsets. The wearing of headsets or earpieces, even when not conversing, is prohibited while operating SCT vehicles, since passenger/public perception can be negative. Such devices must be stowed and out of sight while operating any SCT vehicle. Employees may use these devices at a layover area, transfer station, or terminal (while on break or lunch only). Please keep in mind that public relations and customer service is a requirement of your duties. In an emergency where cell phone use is required, the employee must stop the vehicle at a safe location, set the parking brake, put the transmission in neutral, and inform Dispatch or his/her immediate supervisor of the need to use the device.
- T. Allowing an unauthorized person to operate an SCT vehicle.

SECTION 11. **Suspension and Administrative Leave** – Except as provided in Section 10 herein, SCT will not suspend or remove from service any employee until the completion of an investigation and the discipline is prescribed. However, employees may be withheld from active service and placed on paid administrative leave and suffer no loss of pay until the investigation

is complete. An employee shall be compensated at his/her rate of pay. An employee who has been suspended and not returned to duty shall be handled in accordance with Section 4 of this Article.

SECTION 12. **Suspension To Protect the Public Safety** – SCT shall have the right to suspend any employee for a period not exceed three (3) work days with pay for any act or omission of the employee of such a nature that SCT deems that it would be detrimental to the public's safety to retain the employee on duty status. Within three (3) work days, SCT shall either commence proceedings as set forth in Section 4 herein, or return the employee to full duty status. In the event the employee is returned to duty state without formal proceedings, or is found not to be at fault, he or she shall be entitled to such pay and benefits from the date of suspension as would have accrued had the employee not been suspended.

SECTION 13. **Discipline for Non-Major Offenses** – Notwithstanding the major violations enumerated in Section 10 herein, SCT may impose discipline for violations of rules, regulations, policies and procedures, orders, bulletins and instructions in accordance with Section 4.

SECTION 14. **Passenger Behavior** – Passenger behavior on SCT buses and facilities is governed by SCT's *Passenger Code of Conduct*. Violations of that policy, as well as any criminal sanctions identified in California Penal Code 640, may result in denial of SCT Service.

Passenger violations of SCT's *Passenger Code of Conduct* will allow Bus Operators to call for assistance from a supervisor. Any behavior that is perceived by the Bus Operator to risk imminent damage to SCT property or personal injury will allow a Bus Operator to inform Dispatch that he or she is ceasing service and seeking assistance from local police. SCT will not discipline a Bus Operator for ceasing service and calling local police when an imminent threat occurred. If the Bus Operator determines that the passenger violating the Code of Conduct poses an imminent threat to persons or property, the Bus Operator may move the bus a safe distance from the altercation.

ARTICLE 18

Public Notices

No public notice shall be posted relative to errors, shortages, or mistakes which have been made by individual employees covered by this Agreement.

ARTICLE 19

Promotions

Any employee covered by this Agreement, who is promoted to a position not included within the scope of this Agreement, shall within sixty (60) calendar days of such promotion determine if he/she shall continue on such promotion or return to his/her previous job. Employees who elect to remain in such new position shall forfeit all departmental seniority. Provided, further,

that any employee who is promoted a second time, will immediately forfeit all departmental seniority.

ARTICLE 20

Layoffs

In the event layoffs become necessary, such layoffs shall be in inverse order of seniority of the classification affected. When a vacancy or vacancies occur thereafter, SCT shall notify the Union within five (5) working days as to such vacancy or vacancies and such laid-off employee or employees shall be rehired upon a basis of seniority and their seniority restored, provided they report for duty within a period of ten (10) calendar days after the receipt date of notification of recall by SCT in the form of registered (certified) mail. This notification will be mailed to the last known address of the employee which is on file with SCT. In the event no laid off employees report within the time specified above, SCT shall be free to hire a new person or persons to fill the vacancy or vacancies. Persons employed by SCT for a period of thirty (30) calendar days or more shall receive at least fourteen (14) calendar days notice of any layoff.

ARTICLE 21

Physical Examination

SECTION 1. **Required** – SCT may require any of its employees to submit to a physical examination by a physician duly licensed to practice as such to determine fitness for duty.

SECTION 2. **Physician** – The examining physician shall be selected by SCT and the cost of such examinations shall be paid by SCT.

SECTION 3. **Fitness for Duty** – As a condition of continued employment with SCT, any physical examination provided for above must reveal the physical and mental fitness of the employee involved to perform his/her duties. The employee may, at his or her own expense, request that his/her personal doctor confer with SCT's designated fitness for duty evaluator and may submit a medical release form to SCT's fitness for duty evaluator that permits sharing of the pertinent medical information with the employee's personal doctor. In any event, SCT's designated fitness for duty evaluator will provide the fitness for duty final determination.

SECTION 4. **Drug and Alcohol** – SCT's goal is to provide for a healthy and safe work environment and therefore maintain a drug and alcohol free workplace as defined in the *SCT Drug and Alcohol Policy, Program and Procedures*. Employees shall be subject to post accident, random and reasonable suspicion drug and alcohol testing as set forth in the FTA and US DOT 49 CFR Part 655 and 49 CFR Part 40 as amended and the *SCT Drug and Alcohol Policy, Program and Procedures*.

SECTION 5. **Unfitness** – Should any physical examination provided for above reveal physical or mental unfitness caused by disease, defects or disabilities of a temporary and curable nature,

and the employee involved is willing to have the cause or causes of such unfitness treated and rectified, then and in that event, depending upon the particular circumstances of each case:

- A. The employee involved may continue working while undergoing medical treatment if the examining physical shall certify to his/her ability to do so safely.
- B. The employee involved shall be taken out of service and given a leave of absence for the purpose of undergoing medical treatment until such time as the examining physician shall certify to his/her physical and mental fitness to perform again the duties for which he/she was employed and the seniority of the employee involved shall be unaffected thereby. Any employee on leave of absence because of physical or mental unfitness to perform his/her duties may be required to supply SCT with a physician's report covering his/her condition at least once every thirty (30) calendar days.

SECTION 6. **Paid Time** – Any employee when required by SCT to be relieved from duty for the purpose of taking a physical examination shall be paid for the time lost in taking such physical examination.

SECTION 7. **DMV Posting** – For the purpose of the Department of Motor Vehicles physical examination, SCT will provide a list of authorized examining doctors that will complete the employee's physical examination at no cost to the employee. If the employee chooses to use a doctor that is not on SCT-provided list, the employee will be solely responsible for the costs of the physical examination. On the first day of each month, SCT shall inform employees who are due to take the Department of Motor Vehicles physical examination during the following month. For the purpose of interpretation of this Section, any and all examinations required by the Department of Motor Vehicles, California Highway Patrol, or any other authoritative agency, will be included.

ARTICLE 22

Issuance of Pay Checks

SECTION 1. **Pay Day** – SCT will make every effort to issue the payroll every other Thursday starting no later than 10:00 a.m. In the event a holiday falls on a Thursday, SCT will make every effort to issue the payroll on the previous day. However, should a system breakdown occur, the payroll will be issued no later than the following Wednesday. No loss in pay will result should this occur.

SECTION 2. **Deductions** – All deductions will be shown on the pay check stub for social security, disability insurance, group insurance, Union dues, withholding tax and dependent insurance. Pay check stubs shall also show the amount of time paid for straight time, overtime, vacation, student instruction, and any changes in classifications and rates of pay.

SECTION 3. **Termination Pay Check** – If an employee is terminated, the employee must return to SCT all items issued by SCT to the employee when receiving his or her last pay check. Such items include uniforms, keys, fuel cards, employee badge and other equipment. If an employee resigns, retires or gives notice, he or she will return all SCT property his or her last day worked.

SECTION 4. **Pay Records** – SCT will use whatever means SCT determines is necessary to effectively account for and monitor employee paid time. A summary report that depicts each employee's hours worked in any SCT job classification during the previous pay period will be posted at the SCT operations facility so that employees can review and monitor the correctness of pay records; no pay information will be included in the summary report.

ARTICLE 23

Lost and Found Articles

Lost and found policies and procedures are governed by California Civil Code 2080.1. Each employee shall report to his or her supervisor each article found on SCT property and not claimed by the losing passenger before such employee completes his/her shift on the day upon which such article is found. If the employee's supervisor determines that the value of the property is greater than \$100, the item will be turned over to the Arroyo Grande Police Department; all other non-perishable items shall be held by SCT for a minimum 90-day period, after which the item will be donated to a local charity or thrown away.

ARTICLE 24

Health, Dental, Vision and Life Insurance

SECTION 1. **Group Plan** – SCT shall provide the administration of the Group Insurance Plan.

SECTION 2. **Premiums:**

- A. SCT agrees to pay for a portion of the provision of health, dental, and vision insurance for the life of this contract for Full-Time employees. Should the employee wish to cover dependents or spouse, they shall do so at their expense. Eligible Full-Time employees shall be any Full-Time employee as defined in Article 32 Section 1.
- B. For Full-Time employees, SCT will pay for 90% of the monthly premiums to provide the lowest cost healthcare plan available to SCT (as of July 29, 2015, this plan is known as the "Blue Shield Net Value Plan") for the employee, as well as 90% of the dental and vision plans. The employee will be responsible for the remaining 10%, as well as 100% of the additional monthly premiums should the employee choose a richer medical plan and/or to cover a spouse/dependents. For example, based on July 29, 2015 rates, a Full-Time employee who has selected the Blue Shield will pay \$56.11 per month, while an employee who has selected the Blue Shield Access+ will pay \$93.71 per month.

- C. SCT may change insurance carriers at any time, as long as a comparable level of insurance benefits is maintained.

SECTION 3. Monetary Compensation for Opting Out of Health Benefits:

- A. SCT-designated Full-Time employees who can demonstrate during Open Enrollment that they have ACA-qualifying Medical benefits, as well as Dental and Vision Benefits, through another means and who do not elect to receive Medical, Dental and Vision Benefits through SCT may “opt out” of these benefits and shall receive a payment of \$125 monthly in lieu of the contribution as defined above.
- B. Full-Time employees who can demonstrate during Open Enrollment that they have ACA-qualifying Medical Benefits through another means and who do not elect to receive Medical Benefits through SCT may “opt out” of the medical benefit and shall receive a payment of \$100 monthly in lieu of the contribution as defined above.

ARTICLE 25

Robbery Reimbursement

The loss of any employee’s property resulting from a holdup, robbery, vehicle collision or assault on the employee which occurs while the employee is on duty shall be reimbursed by SCT up to \$500 per occurrence, provided a police report that details all stolen or damaged items is filed and a copy provided to SCT. Such reimbursement shall be paid upon submission of replacement receipt that clearly portrays the employee’s actual out-of-pocket costs for replacement.

ARTICLE 26

Personal Time Off (PTO) and Sick Time

SECTION 1. **Accrual Rate** – All eligible Full-Time employees as defined in Article 32 Section 1 shall accrue Personal Time Off (PTO) at the following rates:

<u>Years of Service</u>	<u>Accrual Per Payroll Period</u>
Completion of Probation - 3 Years	3.25 Hours per pay period
3 Years - 5 Years	3.75 Hours
5 Years - 10 Years	4.6 Hours
Over 10 Years	5.0 Hours

In no case shall the number of PTO hours accrued in a pay period exceed the number of hours worked in that pay period.

SECTION 2. **Use** – Employees may take PTO for vacation, sick time or personal leave.

SECTION 3. **Maximum** – Employees may accumulate PTO time from year to year up to a maximum of 160 hours. Should an employee's PTO bank exceed this amount, they will cease to accrue hours over 160 not taken at the end of the fiscal year. The PTO year will be January to December. Employees who have had PTO canceled due to scheduling conflicts will be given an opportunity to schedule the unused PTO in the following PTO year.

SECTION 4. **Cash Out** – In the event an employee is denied accrued PTO during the year and that employee has in excess 160 hours of PTO time on the books, any time over 80 hours may be cashed out by the employee at the end of the calendar year.

SECTION 5. **Donating** – SCT will allow the donating of PTO to other employees. It will be limited to 50% of accrued PTO. SCT will insure that donated PTO will only be used for medical sick leave purposes. Donating employees may only donate hours from their account when it is in excess of 60 hours and only those hours that are in an excess of 60.

SECTION 6. **Reduced Usage** – Paid Time Off shall be at the employee's basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. PTO payments to employees who are covered under California Workers' Compensation or disability insurance will be reduced by the amount of disability benefits payable under such plan. In no event will an employee receive pay in excess of his regular pay. Paid Time Off pay shall not duplicate any other SCT pay.

SECTION 7. **Overtime** – PTO time taken cannot be used to put an employee in an overtime pay status.

SECTION 8. **Sick Leave** – Beginning July 1, 2015, at the completion of training for all new employees and effective immediately for all current eligible employees (Part-Time and Casual), will become eligible for sick leave accumulated at the rate of one (1) hour for each thirty (30) worked hours up to a maximum of twenty-four (24) hours in a year. The following restrictions apply:

- A. Sick leave may be carried over to the following year but may not exceed a maximum of forty-eight (48) hours.
- B. To receive sick leave pay the employee shall notify SCT as early as possible, but no later than one (1) hour prior to the employees scheduled start time. Employees must use and shall use paid earned sick leave for personal sick time off or FMLA leave to care for eligible dependents. Sick leave may be used in four (4) hour blocks.
- C. Employee may be required by SCT to provide a physician's medical certification for sick time off. Unused paid sick time will not be paid at termination of employment.

ARTICLE 27

Holidays

SECTION 1. For all Full-Time employees, time and one half (1-1/2) shall be paid for holidays worked as follows:

New Year's Day*
Memorial Day
Christmas Day*
Independence Day*
Labor Day
Thanksgiving Day

SECTION 2. **Day Shifting** – In the event one of the legal holidays mentioned in this Article falls on a Sunday, the Monday following the Sunday shall be the holiday. Should a holiday fall on a Saturday, the preceding Friday shall be the holiday. Fixed date holidays (*) are exempt from the weekend shifting. Should the holiday fall on a Monday and it is officially declared a legal holiday, then that day only would be considered a holiday within the meaning of this Agreement.

SECTION 3. **Eligibility** – All eligible Full-Time employees shall receive eight (8) hours at their regular straight time rate of pay for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day provided such employee completes their work assignment on their last scheduled or assigned work day prior to such holiday and their first scheduled or assigned work day after such holidays. It is agreed that those employees covered by the contract who are scheduled to work and are late on the day before or the day after the holiday will be paid for the holiday time provided the employee reports within one (1) hour of his/her report time and in proper uniform. Holiday time shall not be counted when computing overtime pay.

If SCT allows an employee to lay off on, or part of, the holiday or his/her work day immediately following or preceding a holiday, the employee will not be penalized the holiday pay time.

ARTICLE 28

Leaves of Absence

SECTION 1. **Leaves for Personal Reasons** – Leaves of absence without pay for good and sufficient reason will be granted for a period not to exceed thirty (30) consecutive days when practicable.

Employees wishing leave of absence will apply in writing to the Administrator for approval. The Administrator will not arbitrarily refuse such approval without good cause. Employees will be notified of the decision on their application for leave of absence within a reasonable time. In

cases of proven emergency such leaves will be granted immediately. All SCT property, except annual SCT passes issued to the employees, must be turned in by employees prior to taking their leaves of absence.

An employee who accepts gainful occupation while on leave of absence or sick leave, except as provided in Section 1 of this Article, terminates his/her employment with SCT unless otherwise mutually agreed to between SCT and the Union.

SECTION 2. Jury Duty – Should any Full-Time employee be required to serve on jury duty, said employee will be paid his/her regular straight time rate of pay on a basis of eight (8) hours per day, less jury duty compensation, for a period of time not to exceed one (1) week excluding Saturdays and Sundays in a floating two (2) year period.

SECTION 3. Bereavement Leave – Three (3) eight (8) hour days with pay will be granted upon request of a Full-Time employee upon the death of a member of his/her immediate family, with no reduction in pay. Two (2) additional unpaid days will be granted upon written request if the funeral is located greater than 500 miles from San Luis Obispo or outside of California.

The bereavement leave will be applied to the employee's parents, spouse, children, step children, brothers, sisters, grandparents, parents of the spouse, domestic partners registered with the State of California, and parents of the domestic partner. Bereavement leave will only be paid if the employee attends the funeral or services.

Employee's absence on the day before or the day after a holiday due to bereavement leave will not be considered as a basis for non-payment of holiday pay, but will be considered as time worked.

In the event a member is bereaved while he/she is on vacation the appropriate applicable time will be replaced to the vacation bank upon the employee's return, provided written notice is supplied to SCT within ten (10) calendar days after the employee returns.

Proof of death must be supplied by submitting an obituary notice from a newspaper or letter from the mortuary involved signed by the manager.

SECTION 4. Military Leave – Employees entering the military service of the United States shall have leaves of absence up to and including a date ninety (90) calendar days after their official discharge from the service. The provisions of this Article shall apply to those entering the military service coming within the terms of the selective service law. Such absence in the military service shall not be deemed to break the continuity of service for the computation of seniority, rates of pay, and vacation. Employees leaving SCT to enter military service shall be paid in full for all accrued PTO credits at the time of such military service leave.

SECTION 5. **Doctor's Note** – The Administrator may approve a leave of absence of up to five (5) calendar days due to an employee sickness. However, if an employee is off for more than five (5) calendar days, he/she shall furnish the SCT Supervisor with proper papers showing that he/she has been attended by a physician and a release from his/her physician showing that he/she is able to return to work.

- A. Any Bus Operator returning to work from sick leave shall notify Dispatch not later than 11:30 a.m. on the date prior to his/her returning to work. Any Utility employee returning to work from sick leave shall notify the SCT Supervisor, at least one (1) hour prior to the start of his/her shift or assignment.
- B. When it is proven that any employee abuses any SCT leave privilege or if he/she should feign an illness, such employee is subject to discharge at the option of SCT.

ARTICLE 29

Fare-Free Family Transportation

All employees and their immediate family members covered by this Agreement shall be provided free transportation on all SCT, RTA and Paso Express fixed route buses upon presentation of proper identification to be furnished to the employee by SCT without charge. Immediate family members include the following: spouse, as well as dependent children and/or step-children that live with the employee. Picture identification passes for immediate family members must be renewed annually. Immediate family members must not distract a related Bus Operator while he or she is on-duty, and immediate family members may not ride along more than one round-trip in any four-hour period.

ARTICLE 30

Miss-Outs and Work Assignment

SECTION 1. **Miss-Outs** – An employee who fails to timely notify Dispatch that he/she will report for duty at the proper time and place shall be charged with a “miss-out.” In addition, an employee who fails to report for duty at the proper time and place shall be charged with a “miss-out,” however, an employee may be charged only one miss-out per shift. Timely notice when weekday service is operated is thirty (30) minutes prior to the employee’s start time. Timely notice when Saturday or Sunday service is operated is forty five (45) minutes.

SECTION 2. Penalties for Missing-Out Shall Be as Follows:

- A. For the first and second “miss-out” incidents within a one-hundred eighty (180) day period, the employee involved shall be paid only for the time worked that day, if any.
- B. For the third “miss-out” within a one-hundred eighty (180) day period, the employee involved shall be paid only for the time worked that day, if any, and shall receive one (1)

day's suspension without pay. If the employee, by direction of a supervisor, does not work on the day of the miss-out, that day shall be counted as the one (1) day suspension without pay.

- C. For the fourth "miss-out" within a one-hundred eighty (180) day period, the employee involved shall be paid only for the time worked that day, if any, and shall receive two (2) days' suspension without pay. If the employee, by direction of a supervisor, does not work on the day of the miss-out, that day shall be counted as the first of the two (2) days' suspension without pay.
- D. For the fifth "miss-out" within a one-hundred eighty (180) day period, the employee involved shall be paid only for the time worked that day, if any, and shall be subject to dismissal or such other discipline which SCT may see fit to impose.
- E. The penalty provisions provided in this Article are not intended as a license to "miss-out" within the limits set forth. An employee who "misses-out" consistently over a period of months, although he/she does not reach the limits set forth, may be subject to additional progressive discipline including discharge where appropriate.

SECTION 3. **Absent Without Leave** – Employees who fail to report and make themselves available to their supervisor or his/her designee, within five (5) hours from the time they were scheduled to report for work, shall be considered absent without leave and be subject to suspension or such other discipline as SCT may see fit to impose, however, in the event they are called, the employee must report within one (1) hour.

SECTION 4. **Waiver** – SCT may waive the imposition of a disciplinary penalty for a "miss-out" as hereinabove provided whenever, in its opinion, a valid reason for such "miss-out" exists.

ARTICLE 31
Retirement Benefits

- A. For all designated Full-Time employees, SCT shall contribute a fixed dollar amount per pay period to a deferred compensation 457(k) program administered by SCT and a vesting period of five years. For all eligible Full-Time employees as defined in Article 32 Section 1, the rate of contribution shall be:

March 1, 2015:	\$15	per pay period
March 1, 2016:	\$15	per pay period
March 1, 2017:	\$15	per pay period

- B. Designated Full-Time employees may also contribute to the plan on their behalf in order to match SCTs contribution or contribute an amount based on employee's need.

Employees should consult IRS regulations on the maximum contribution allowed annually.

ARTICLE 32

Bus Operations and Full-Time Bus Operators

SECTION 1. **Designated Positions** – SCT shall have designated Full-Time, Part-Time and Casual positions as established upon ratification of the collective bargaining Agreement. The number and type of Full-Time positions shall be determined annually through the operating program (budget) adopted by the SCT Board of Directors.

SECTION 2. **Definitions** – An “assigned scheduled run” shall be any regular run which is included in the operating schedules of SCT. An assigned scheduled run shall include Full-Time fixed route runs, Part-Time fixed route runs, trippers and fill-in assignments.

SECTION 3. **Hours of Work on Assigned Scheduled Runs, Work Day, and Work Week** – All work performed in excess of forty (40) hours per week, shall be compensated for at one and one-half (1-1/2) times the regular hourly rate of pay.

Bus Operators shall be required to report at specific times according to published bid information before their runs are scheduled to leave the bus yard or on-route to perform a pre-trip bus/vehicle inspection – whether a full pre-trip inspection at the bus yard, or a “safety/relief” pre-trip inspection on-route – and this shall be considered work time. Bus Operators shall be paid ten (10) minutes time when scheduled or required to perform a post-trip turn-in inspection. This time shall be computed in the scheduled run time paid. Each run shall have a designated “call-in” time that Bus Operators shall notify Dispatch to confirm their pull-out.

SECTION 4. **Extra Schedules** – Trippers or portions of runs which are not a part of an assigned scheduled run may be scheduled by SCT.

SECTION 5. **Hours of Work on Regular Runs** – SCT will make every reasonable effort to establish a maximum number of regular runs according to schedules operated and will continue to endeavor to improve the shifts whenever possible.

SECTION 6. **Split Run** – A split of one-half (1/2) hour, or less, in a regular run shall be computed and paid for as continuous time worked and indicated on the schedule.

SECTION 7. **Continuity of Runs** – No assigned or extra runs shall have more than one (1) unpaid for intervening period between pieces or work.

SECTION 8. **General Sign Up** – SCT shall hold a general sign up one or more times each year.

At a time seven (7) calendar days before a general sign up, SCT shall make available to the Bus Operators all runs to be bid. An individual page for each posted run shall show the start time of the run, end time, pay time, posting date, run and route designations, schedule hours, days of the week and whether it is a Full-Time or Part-Time run. The actual bidding shall start on the eighth (8th) day after posting and shall continue each day thereafter, excluding holidays, in the manner described below until the bidding is completed.

A Full-Time employee seniority list and a Part-Time employee seniority list shall be posted showing the order in which Bus Operators shall choose their run. It shall be the responsibility of each Bus Operator to bid at the designated time he/she is to bid, or to leave a proxy statement with his/her most desirable as the number one proxy and so on. The SCT-designated Bid Administrator shall ensure that each Bus Operator turn in a bid slip, dated and signed. The employee shall receive a copy of their bid slip upon completion of their bid.

The procedure may be changed by mutual agreement between SCT and the Union.

SECTION 9. **Change of Time** – In the event the starting or ending time of a regular Bus Operator's run is changed twenty (20) minutes or more, or the mileage of his/her run is changed twenty (20) miles or more, he/she will have the privilege of exercising his/her seniority in the selection of a run held by a Bus Operator with less seniority provided he/she gives SCT notice of his/her intention to do so within twenty-four (24) hours after the change became effective. Bus Operators who are bumped by the exercising of this privilege shall have the right to exercise their seniority in the selection of other runs. The change in the assignment of runs selected under the provisions of this Section shall become effective within three (3) calendar days after the new selection is made.

SECTION 10. **Bumping** – Bus Operators displaced by senior Bus Operators, or for any reason deprived of their runs through no fault of their own, may, should they so desire, displace Bus Operators junior to them. Bus Operators must exercise privilege of displacing junior Bus Operators within five (5) calendar days from date of being displaced, unless prevented by sickness, leave of absence or other good cause. If, upon the first day of his/her change-over, any Bus Operator worked beyond his/her week's maximum by reason of the bump, he/she shall nevertheless, receive only straight time for such day.

SECTION 11. **Vacated Runs** – A vacated run shall mean a run vacated voluntarily or through suspension, dismissal from service, leave of absence for military service, death of regular Bus Operator, or absence due to long-term illness. An absence is considered long-term if it exceeds 12 weeks. Vacated Full-Time regular runs will be assigned to Part-Time or Casual Bus Operators on the basis of seniority until the vacated run is posted and filled. Posting of vacated runs shall take place not more than fourteen (14) calendar days after the run has been vacated. Bidding of the vacated run shall be by seniority order until the run is filled. Should the run be filled by a

designated Full-Time Bus Operator, that Bus Operator's vacated run shall be filled by the same process.

SECTION 12. **Biddable Runs Not Bid** – A biddable run that is not bid after being posted will be filled using Casual and Part-Time Bus Operators.

SECTION 13. **New and Trial Runs** – SCT agrees that any new or trial run established shall be posted for bid.

SECTION 14. **Hours of Rest** – Each Bus Operator shall be allowed nine (9) consecutive hours of rest out of each twenty-four (24) hours.

SECTION 15. **Travel Time** – Scheduled running time via the most direct route shall constitute "travel time" and will be paid when:

- A. A Bus Operator is notified to report to the garage, prior to reporting at the relief point for the commencement of his/her day's work; he/she shall be paid travel time from the garage to the relief point.
- B. A Bus Operator is relieved during his/her run and notified by SCT to report to the garage. If instructed to resume his/her run he/she shall also be paid travel time from the garage to the relief point.
- C. A Bus Operator is relieved at the completion of his/her run and is notified to report to the garage; he/she shall be paid travel time from the relief point to the garage.

SECTION 16. **Break Periods:**

- A. Wage Order 9 meal and rest period requirements do not apply to Bus Operators covered by this Agreement. Straight runs operating six (6) hours or longer will be afforded 50 minutes of aggregated break time. This aggregated break time will be accumulated at scheduled layovers throughout each daily Bus Operator run, including possible scheduled paid layover time at the end of a run. For example, if a run has a total aggregate of 45 minutes of scheduled break time, SCT would add 5 minutes to the end of the run to meet the 50-minute minimum. This time will be for the purpose of affording Bus Operators meal and rest breaks during which he or she will be free of other activities related to providing service. This minimum break time does not apply to split shifts.
- B. If a Bus Operator does not get all of the intended aggregated 50-minute break time, he or she can fill out a form requesting an investigation. When a Bus Operator does not receive 85% of the intended break on a consistent basis, SCT will implement a fix by the end of the following bid.

SECTION 17. **Provision Against Pyramiding** – Where more than one (1) overtime provision is involved, only that provision which creates the greatest compensation shall apply.

ARTICLE 33

Full-Time Bus Operators

SECTION 1. **Full-Time Defined** – Full-Time Bus Operators shall be any employee who operates a fixed route bus and bids a scheduled run that regularly works thirty-five (35) hours per week or more.

SECTION 2. **Vacancies** – When a Full-Time Bus Operator vacancy occurs, SCT shall post the position for ten (10) calendar days. The position shall be opened for application during this ten (10) day period only. Part-Time and Casual Bus Operators may apply for the position by completing an *SCT Application for Promotion to Full-Time* form and submit the application the application to SCT. Once the job posting is taken down, the position application process shall be considered closed. SCT shall review all applications and notify all applicants of their status within fourteen (14) calendar days of the closing process.

ARTICLE 34

Part-Time and Casual Bus Operators

SECTION 1. **Part-Time Bus Operators:**

- A. Part-Time Bus Operators are those employees who either regularly work a biddable Part-Time run, or who work open assignments on an as needed basis. Part-Time Bus Operators shall not regularly work more than thirty-four (34) hours per week.
- B. Part-Time Bus Operators shall be eligible to apply for any Full-Time Bus Operator position that may become available. Should a Full-Time position become available and SCT is able to fill that position, it shall be filled by the most senior Part-Time Bus Operator.

SECTION 2. **Casual Bus Operators** – Casual Bus Operators will be those employees who occasionally work open assignments on an as-needed basis. The following rules apply to Casual Bus Operators:

- A. Casual Bus Operators are not guaranteed a set number of hours per week.
- B. Casual Bus Operators may refuse work when offered; however, once he/she agrees to work an assignment he/she is obligated to complete the assignment. Failure to complete an agreed upon assignment will subject them to the attendance policy and possible discipline.

- C. If a regular Part-Time or Full-Time Bus Operator wants to replace all or part of his/her bid with alternative employment or alternative activity, then he/she will be placed on Casual status. A regular Part-Time or Full-Time Bus Operator must provide a written request to the SCT Administrator if he/she desires Casual status. Requests may be denied depending on manpower availability until the next regularly-scheduled bid.
- D. Casual Bus Operators may only return to regular Part-Time or Full-Time duty if there is an opening at the time of a regularly-scheduled bid. Alternately, a Casual Bus Operator may submit a written request to be promoted to a regular Part-Time or Full-Time position in the case of a vacancy, which would permit that employee to choose regular Part-Time or Full-Time bids if offered the position based on seniority.
- E. Frequent changes in work status between regular Part-Time or Full-Time positions and Casual positions are disruptive to the operation and often make it difficult to reliably cover shifts. Therefore, SCT may deny or delay requests to change status. When a Casual Bus Operator requests promotion to a regular Part-Time or Full-Time status or vice versa, the request may be delayed until the next regularly-scheduled bid. The minimum commitment must be at least until the next bid. Also, when requesting a change in status, the employee must provide a minimum of a two-week notice.

ARTICLE 35

Vehicle Collision and Incident Reporting

SECTION 1. **During Shift** – Every employee shall make one (1) report for each vehicle collision or safety incident occurring during his/her run or shift, as required by SCT and such report shall be made at the completion of his/her run or shift

Employees who are required to make a report shall be allowed twenty (20) minutes for making such report, except that no allowance shall be granted when said report can be made out in time already being paid for on the date report is being made. If the employee requires more than 20 minutes to complete the report, the employee will submit a Payroll Exception Timesheet to his/her supervisor. In the event travel is required the employee shall be paid travel time (scheduled running time) and same shall be subject to the overtime provision. All other reports and interviews required by SCT shall be paid for at the straight time rate.

SECTION 2. **Paid Time** – SCT agrees to compensate any employee at the rate of pay prescribed by the terms of this Agreement, less any other compensation received as a result of such appearance, for all time spent in conjunction with any legal matters involving SCT directly or indirectly.

In no event shall an employee be paid less than he/she would have received had he/she worked his/her scheduled or assigned work time, except in the case of a part-time Bus Operator scheduled for only one piece of work or a tripper.

If such appearance occurs outside the City of Arroyo Grande, the employee will be provided transportation or reasonable travel expense to attend such hearings.

SECTION 3. Written Notice – All vehicle collisions and safety incidents will be reviewed by SCT. Where a collision or incident is determined to have been preventable, the employee will be notified in writing within ten (10) work days, excluding days off and holidays, from the date of the collision or incident (except in rare cases such as insufficient information for the decision of preventability to be made).

Within five (5) work days of receipt of such notice, the employee may request in writing a review of the decision with the designated SCT official.

ARTICLE 36
Compensation While on Leave for an Injury

In the event an employee is injured while on duty in a non-preventable vehicle collision or non-preventable safety incident, resulting in a loss of time, he/she shall: 1) be paid full run, assignment or shift time for the day on which the injury occurs, 2) commencing with the employee's first work day following the day on which the injury occurs he/she shall receive pay equal to one-fifth (1/5) of the maximum weekly compensation amount, as set forth by the Industrial Accident Commission of the State of California, for each of his/her lost work days during the three (3) calendar days immediately following date of injury.

ARTICLE 37
Commitment to Safety

The Union recognizes that vehicle collision and safety incident prevention work is necessarily incident to the operation of SCT's transportation system and that safety programs, safety meetings and general collision/incident prevention work is mutually beneficial both to SCT and to its employees. The Union, therefore, agrees that employees must cooperate with SCT in such safety work and attend all safety meetings held and conducted by or for SCT and to take an active part and interest in collision/incident prevention work.

ARTICLE 38

Hourly Wages – Bus Operators

SECTION 1. **Wage Increases** – Each Bus Operator will receive an annual contract wage increase on March 1 of each year, as well as an annual merit wage increase on each employee’s anniversary date.

SCT Bus Operator Wage Scale			
Service Years	-		
	1-Mar-15	1-Mar-16	1-Mar-17
Training	\$9.99	\$10.19	\$10.39
New Hire	\$13.36	\$13.63	\$13.90
1 Year	\$13.78	\$14.06	\$14.34
2 Years	\$14.81	\$15.11	\$15.41
3 Years	\$15.18	\$15.48	\$15.79
4 Years	\$15.63	\$15.94	\$16.26
5 Years	\$16.15	\$16.47	\$16.80
6 years	\$16.66	\$16.99	\$17.33
7 years	\$17.17	\$17.51	\$17.86
8 years	\$17.69	\$18.04	\$18.40
9 years	\$18.22	\$18.58	\$18.95

SECTION 2. **No Wage Reduction** – No employee shall have their pay rate reduced as a result of the acceptance of this Agreement.

SECTION 3. **Effective Day of Increases** – All Bus Operator wage increases will take effect at the next full pay period following the dates discussed above.

SECTION 4. **Premium Pay** – A Bus Operator who is assigned to work with a trainee will be paid a premium of \$1.25 per hour, in addition to the Bus Operator’s hourly wage rate, while performing these duties.

ARTICLE 39

Bus Operator Uniforms

SECTION 1. **Uniform Vendor** – Bus Operators may purchase uniforms at SCT’s designated uniform vendor. Uniforms shall be considered shirts, slacks, sweaters, vests, jackets and hats.

SECTION 2. **Approved Apparel** – Bus Operators will be permitted to operate without a coat or jacket during warm weather. Bus Operators shall be allowed to wear regulation uniform shirts or regulation sport shirt with long or short sleeves. Sport shirts may be worn all the year around if Bus Operator so desires. SCT will make available male and female uniform options.

SECTION 3. **Quantities** – SCT shall provide all Bus Operators who successfully complete the training program with the following uniform allowance:

- Five (5) pairs of pants
- Five (5) shirts
- One (1) winter jacket
- One (1) hat

SECTION 4. **Annually*** - SCT shall provide all Bus Operators who are employees of SCT upon ratification of this Agreement and annually thereafter on August 1 of each year through the term of this Agreement the following uniform allowance:

- Five (5) pairs of pants
- Five (5) shirts
- One (1) hat

*1 winter jacket every three years or as needed to replace a worn item.

ARTICLE 40

Utility Department

SECTION 1. **Hours of Work** – All work performed in excess of forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2). Employees will be paid for all time, including travel time while in the service of the employer, but excluding lunch periods. Unpaid lunch periods are not to exceed 1 hour.

SECTION 2. **Job Assignments** – The on-duty supervisor shall assign work shifts for utility employees. Work shifts for all utility department employees shall not change more than four (4) times per year.

SECTION 3. **Reports and Time Slips** – All reports and time slips shall be made on SCT's time. Utility employees shall be permitted to clock in not more than ten (10) minutes before the beginning of their work period. Each shift shall have two (2) ten (10) minute breaks.

SECTION 4. **Equipment for Utility Employees** – SCT will furnish rubber boots, hats, rain coats and other safety equipment as necessary. Utility employees are expected to follow proper safety precautions while performing utility duties.

SECTION 6. **Bumping** – Utility employees displaced by senior employees or returning veterans or who, for any reason are deprived of their shifts through no fault of their own, may, if they so desire, displace employees junior to them. This provision shall not apply to Bus Operators transferring from operations to the utility department.

SECTION 7. **Layoffs** – In the event of a layoff in the utility department, the employee with the least SCT seniority within the classification being reduced shall be the first employee to be displaced. After he/she has been displaced from his/her classification, he/she shall have the right to exercise his/her SCT seniority anywhere in a utility department classification where he/she is qualified.

ARTICLE 41
Hourly Wages – Utility

Classification	March 1, 2015	March 1, 2016	March 1, 2017
Utility (Driving)	\$14.75--\$17.75	\$15.00--\$18.25	\$15.50--\$18.75
Utility (Non-Driving)	\$14.50--\$15.00	\$14.75--\$15.50	\$15.25--\$16.00

- A. No employee will have their wages reduced due to the acceptance of this Agreement.
- B. Utility hourly wages shall be adjusted annually with the salary range. Utility wages for any employee above the minimum salary shall increase 3% on March 1, 2015 and 2.5% each year thereafter. In addition, Utility employees may receive a salary range adjustment of up to \$0.50 that will be based upon a merit performance evaluation that will be completed and reviewed with the employee prior to their respective anniversary date. Rates shall be on the first pay period following respective dates.
- C. All Utility wage increases will take effect at the next full pay period following the dates discussed above.

All of the above Articles are tentatively agreed upon by the negotiating team on September 16, 2015.

David Latimer, Teamsters Local 986

Geoff Straw, South County Transit

SOUTH COUNTY TRANSIT
MINUTES OF SEPTEMBER 11, 2015 SPECIAL BOARD MEETING
City Council Chamber, Arroyo Grande
C-1

Directors Present:	Jim Guthrie, Chairperson	City Council Member, Arroyo Grande
	Lynn Compton, Vice Chair	County Supervisor, District 4
	Shelly Higginbotham	Mayor, Pismo Beach
	Barbara Nicolls	City Council Member, Grover Beach

Directors Absent: None

Staff Present:	Geoff Straw	Administrator
	Tania Arnold	RTA CFO and Director of Administration
	Phil Moores	Manager, Operations
	Tim McNulty	County Counsel
	Coleen Kubel	SCT Supervisor
	Jon Mackenzie	SCT Operations Supervisor
	Mary Gardner	Marketing Manager
	Omar McPherson	Grants Manager
	Leslie Sanchez	Human Resources Officer

CALL TO ORDER AND ROLL CALL: Chairperson Jim Guthrie called the meeting to order at 1:32 p.m. Roll call was taken; a quorum was present.

PUBLIC COMMENT: Chairperson Guthrie asked for public comment on non-agenda items.

Mr. Leonardo Pucci, Grover Beach, suggested an amendment to the Joint Powers Authority, making it a single power agreement instead. He said employees need an unbiased person to help resolve personnel issues. Problems remain the same: there are budgetary problems; employees should have more say in matters affecting them; people are afraid because of the policy. He said this is a hostile takeover by attrition. He said he did not want to get the courts involved, but he did what he had to do.

Chairperson Guthrie closed public comment.

A. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL: It is the intention of the Board to meet in closed session concerning the following items:

- A-1 Conference with Labor Negotiator Geoff Straw concerning the following labor organization:
Teamsters Local 986
- A-2 Anticipated Litigation: Significant exposure to litigation pursuant to subdivision (b) of Section
54956.9: one case

Chairperson Guthrie opened Board and public comment.

Chairperson Guthrie closed Board and public comment.

SCT went into *Closed Session* at 1:38 p.m. and returned to *Open Session* at 2:16 p.m.

Open Session: **Mr. Tim McNulty**, Legal Counsel, reported that the Board met in closed session, no reportable action was taken.

B. INFORMATION AGENDA:

B-1 Administrator's Report: **Mr. Geoff Straw** began by announcing we will be hosting a joint Rodeo on September 20 for all RTA, South County Transit and Paso Express staff between 9 a.m. and 1 p.m. at the RTA yard. There will be many events happening, including demonstrations by the Sherriff's Department, flu shots, games, a BBQ.

The relationship between RTA staff and SCT staff has been strained. It has required a lot of extra staff time to administer the SCT program than is suggested in our 2001 agreement. We need to update the agreement between the two agencies. Staff is working with the City Managers to develop a revised agreement for administrative oversight services, which will be brought to both Boards for approval. Senior RTA staff members are also spending considerable time and resources negotiating a collective bargaining agreement between SCT Bus Operators and Utility Workers and Teamsters Local 986. RTA provides administrative and financial services on an annual fixed cost basis to SCT. We will have to address these issues in the FY16-17 budget.

Rabobank stopped selling passes effective August 1. They have been a great partner. Oceano Community Services District is now selling passes. Morro Bay and Paso Robles do not currently have coverage and we are scrambling to find a place to sell passes in those cities.

We plan to go out to bid this month on a Ticket Vending Machine (TVM), which could help in those outlying areas. The first one will be established at the San Luis Obispo Government Center. Other locations identified for subsequent TVMs include Pismo Premium Outlets and Ramona Gardens Park. This project is being funded by Rural Transit Funds and Prop 1B. We also have some FTA funds administered by Caltrans, from which we are awaiting approval on the RFP before we can move forward with procurement.

Please welcome two new **SCT Bus Operators**, **Liza Montano** and **Alfonso Ontiveros**. Also welcome **Mr. Jon Mackenzie** as the afternoon SCT Supervisor. He lives in Pismo Beach, had a 35-year career with the Boy Scouts of America, and has been an RTA Bus Operator since January 2012. He has also served as a Union Steward for RTA employees.

The passenger shelter replacement at the Wal Mart bus stop is still ongoing. The property owner is doing a major revamp of the area. Once they complete the design approval, we will get the green light. We have a local contractor lined up and are ready to move forward. **Mr. Straw** said he hopes to get the new shelter in place before the rainy season begins.

The new SCT schedule with minor changes became effective August 30. Staff hired a transit map designer to develop a new map graphic that is more geographically representative of SCT's service area. We did some schedule changes so that the layover is at the Premium Outlets for Routes 21 and 24, as recommended on the 2011 Short Range Transit Plan. All of the buses now have the GPS related Intelligent Technology System (ITS) and we are beginning to test it. We are shooting for a public launch of November 2. Anyone who has a smart phone and would like to Beta test the ITS system, please let us know.

Staff is developing a new and separate SCT landing page as part of RTA's website redesign. The landing page will include SCT's distinct colors and potential new logo when adopted. We did some public outreach on a potential fare increase in April 2015. Staff held off on implementation due to the economic uncertainties associated with the FY15-16 budget at that time. If we are able to complete union negotiations before the October SCT Board meeting, we will present a plan to implement the new fare structure at the same time that we implement the new Route 26 service. We hope to launch in January 2016.

Preliminary, unaudited operating results for the FY14-15 were mixed. Operating costs came in at approximately 84% of budget. Ridership declined 6.4% compared to the previous year. The number of riders per hour of service declined by 6.1%. The annual farebox recovery ratio was 18.81%, compared with 16.34% ratio achieved in FY13-14.

In the first month of the current fiscal year, SCT provided 22,479 passenger boardings, down 2.9% from July 2014. Productivity in July 2015 was 21.6 boarding per hour, which is the same as the previous year.

We have not held Bus Operator forums due to on-going negotiations between SCT management representatives and Teamsters Local 986.

There was a discrepancy between the published Trolley schedule and that of the Avila Community Foundation's calendar. However, Avila Trolley will continue to run the Friday night Farmers Market through September.

Mr. Straw concluded his report.

Chairperson Guthrie opened Board and public comment.

Director Shelly Higginbotham inquired about the light at the Spyglass stop. What is the status and who is responsible? **Mr. Straw** said it falls to SCT. Funding used for this type of project is FTA 5339, which must go through the State. Those projects have been delayed. It is at the top of the priority list to implement as soon as the funds are released. He said senior staff looked to the systems in Solvang in July and may consider implementing a similar lighting system. **Director Higginbotham** asked if PG&E ever partners with transit. She

asked if it was appropriate for her to approach them regarding this issue. **Chairperson Guthrie** said they typically will attach lighting to a pole. **Mr. Straw** said he will write a letter of support.

Chairperson Guthrie closed Board and public comment.

C. ACTION AGENDA

C-1 Transfer RTA Buses 1011 & 1012 to South County Transit: **Mr. Straw** said RTA was able to find some Congestion Mitigation Air Quality (CMAQ) money to purchase a new spare vehicle for SCT. There was some discomfort among local jurisdictions about putting up the local match, and they inquired about alternative options. RTA has two 35-foot buses that are too small for its purposes. SCT has been using these two vehicles over the last several months and they seem to be working well. They are more fuel efficient than SCT's 2003 vehicles that are being phased out. There is no need for FTA to get involved in this transfer. The RTA Board of Directors authorized transfer of these two buses at its September 2nd meeting. Staff recommends authorizing the SCT Administrator to develop an agreement, and for the Chairman and Administrator to execute the agreement to transfer these vehicles from RTA to SCT in exchange for FTA funding to purchase one new vehicle for RTA fixed route services.

Mr. Straw concluded his report.

Chairperson Guthrie opened Board and public comment.

Chairperson Guthrie closed Board and public comment.

Director Higginbotham moved to approve Staff Recommendation for Action Agenda Item C-1. **Director Lynn Compton** seconded and the motion carried on a roll call vote.

C-2 Settlement of Wage Order 9 Meal Breaks Pay Dispute: **Mr. Straw** said staff discovered in March 2015 that SCT was not accounting for appropriate Bus Operator meal and rest breaks. Staff immediately implemented revised shifts that meet this mandate and began researching pay records for current and past employees. We went through every payroll period from January 2012 through March 2015 to determine if a violation occurred, in accordance with the statute of limitations requirements. We have a total of 2,589 hours of paid driver time we need to pay out. In any instances where we could not tell whether or not the driver received a break, staff erred on the assumption they did not. The total amount owed is \$38,845.50.

To ensure this doesn't happen in the future, staff implemented an automated time clock at the SCT operating facility. Additionally, staff developed driver schedules that will meet Wage Order 9 requirements until such a time that a collective bargaining agreement might be implemented.

Staff recommends authorization for the SCT Administrator to settle the pay dispute, using the Agreement template included in the Agenda.

Mr. Straw concluded his report.

Chairperson Guthrie opened Board and public comment.

Chairperson Guthrie closed Board and public comment.

Director Higginbotham moved to approve Staff Recommendation for Action Agenda Item C-1. **Director Barbara Nicolls** seconded and the motion carried on a roll call vote.

C-3 Appoint New Logo Subcommittee: In April 2013, the Board decided to shorten its moniker from “South County Area Transit” to “South County Transit”. At the same time, Board directed staff to start using the new name on all new marketing materials. In April 2014, the Board selected two members to serve on a logo subcommittee. The Board also directed staff to further refine a range of possible logos, using the services of a local graphic artist. Three logos schemes were presented to the logo subcommittee in September 2014. Since then, one of the subcommittee members termed out. **Mr. Straw** said staff is asking the Board to appoint a new logo subcommittee to discuss the possibility of changing the name from SCT to 5CAT and to further refine the preferred logo. This is a good time to rebrand the system, as staff is looking to replace the bus stop signs that are badly faded and in need of updating.

Mr. Straw concluded his report.

Chairperson Guthrie opened Board and public comment.

Director Compton and **Director Nicolls** volunteered to serve on the logo subcommittee.

Chairperson Guthrie closed Board and public comment.

D. CONSENT AGENDA:

Director Compton moved to approve Consent Agenda Item C-1. **Director Nicolls** seconded and the motion carried on a voice vote.

E. DIRECTORS' COMMENTS:

Director Higginbotham said she likes the new SCT map. It is very easy to read, user-friendly and much improved.

Director Nicolls said she would like some SCT schedules delivered to the Grover Beach Community Library. **Ms. Mary Gardner** said she would double check to make sure the library is on the schedule distribution list. **Director Nicolls** took several SCT schedules to the library after the meeting.

Chairperson Guthrie acknowledged he received some comments from riders about the change in the layover, specifically being unable to use a restroom. He thought they were able to figure out a solution and will ask the

bus to hold. **Mr. Straw** said we will allow it on a case-by-case basis. We will have to work with dispatch about these requests.

F. EXECUTIVE COMMITTEE MEMBERS' COMMENTS:

None

ADJOURNMENT: The meeting was adjourned at 2:50 p.m.

Respectfully submitted, Anna Mafort-Lacy, Administrative Assistant