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## **SPECIAL BOARD AGENDA**

**Friday, January 26, 2018**

**CITY OF ARROYO GRANDE, CITY COUNCIL CHAMBERS**  
**215 E. Branch Street. Arroyo Grande, California**  
**1:30 p.m. to 2:00 p.m.**  
***(Ending time is approximate)***

Chairperson: Tim Brown

Vice Chair: Barbara Nicolls

### Board Members:

Lynn Compton (Fourth District – SLO County)  
Tim Brown (Arroyo Grande)

Barbara Nicolls (Grover Beach)  
Sheila Blake (Pismo Beach)

Individuals wishing accessibility accommodations at this meeting under the Americans with Disabilities Act may request such accommodations to aid hearing, visual, or mobility impairment (including Limited English Proficiency persons) by contacting the SCT offices at 781-4472. Please note that 48 hours advance notice will be necessary to honor a request.

**NOTE:** Arroyo Grande City Offices are 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. INFORMATION AGENDA**

None

### **B. ACTION AGENDA**

B-1 Approval of an Agreement between SoCo Transit and Teamsters Local 986 (Action)

### **C. CONSENT AGENDA**

None

### **D. DIRECTORS' COMMENTS**

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

**E. EXECUTIVE COMMITTEE MEMBERS' COMMENTS**

**ADJOURNMENT**

Next South County Transit Board meeting: **April 25, 2018**

**SOUTH COUNTY TRANSIT**

**January 26, 2018**

**STAFF REPORT**

**AGENDA ITEM:** B-1

**TOPIC:** Agreement between South County Transit and Teamsters Local 986

**PRESENTED BY:** Geoff Straw, Administrator

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

**RTAC RECOMMENDATION:**

**BACKGROUND/DISCUSSION:**

Teamsters Local 986 represents the Bus Operators and Utility Worker employed by SoCo Transit. The proposed agreement was reached after SoCo Transit 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 SoCo Transit Employer-Employee Relations Policy. The contract term would retroactively take effect on January 1, 2018 and would expire on December 31, 2021.

The tentative agreement was ratified by the employees that are represented by the Teamsters on January 18, 2018. In order to implement the collective bargaining agreement, it must now be approved by the Board.

**Staff Recommendation**

Approve agreement between SoCo Transit and Teamsters Local 986.

## **SECTION I – AGREEMENT**

This Agreement is made and entered into by and between South County Transit its successors and assigns hereinafter called “SoCo Transit” or the “Company” and General Teamsters, Airline, Aerospace and Allied Employees, Warehousemen, Drivers, Construction, Rock and Sand Union, Local No. 986, affiliated with the International Brotherhood of Teamsters, hereinafter called the “Union”.

### **ARTICLE 1 Recognition**

**SECTION 1. Bargaining** – SoCo Transit 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 SoCo Transit as defined in SoCo Transit Employer-Employee Relations Policy. Jurisdiction of the Union and the appropriate unit for collective bargaining are defined as embracing all operating and maintenance 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 SoCo Transit 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 thereunder, 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 SoCo Transit 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 principles of communicating with employees. It is understood that the authorized Business Agent of the Union shall notify SoCo Transit upon arrival when visiting SoCo Transit premises. Union Officials shall have access to SoCo Transit’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 the Company.

The SoCo Transit Board of Directors has requested that an aggrieved SoCo Transit employee follow the chain of command so that the grievance can be properly addressed by management prior to being aired in public. Nonetheless, SoCo Transit 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. SoCo Transit employees covered under this Agreement will not be on paid duty when addressing Elected Officials, unless specifically invited by SoCo Transit management to participate in a public setting.

**SECTION 3. Meetings** – Should the Union desire to discuss with SoCo Transit 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.

**SECTION 4. Definitions** – When the term “employee” is used in this Agreement, it shall mean an operating or maintenance 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 RTA administrative offices are open, generally, Monday through Friday, excluding holidays as set forth in Articles 36 and 42.

**SECTION 5. Stewards** – The list of names of the two authorized Union stewards shall be given to the Administrator of SoCo Transit, 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 SoCo Transit 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, SoCo Transit 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 SoCo Transit by the appropriate Union official.

**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. **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 SoCo Transit 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 SoCo Transit’s payroll system.
- D. **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. **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. **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 SoCo Transit.
- G. **Description** – 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 SoCo Transit 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 SoCo Transit 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 SoCo Transit 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 SoCo Transit, 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 SoCo Transit under this article. This includes, but is not limited to SoCo Transit 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 January 1, 2018 to December 31, 2021 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. Officers** – It is mutually agreed that all business comprehended by this Agreement shall be transacted between the properly accredited officers or agents of SoCo Transit and the duly authorized representatives of the Union.

**SECTION 2. List** – The Union agrees to furnish SoCo Transit with an up-to-date list of all its authorized representatives and stewards and to immediately notify the Company of any and all changes thereto.

## **ARTICLE 5**

### **Management**

SoCo Transit 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. SoCo Transit contracts with the San Luis Obispo Regional Transit Authority (RTA) to provide day-to-day management of services, including management of Company-Union relations described in this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by SoCo Transit 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**  
**Rules**

**SECTION 1. Enacting New SoCo Transit Rules** – It is mutually agreed that reasonable rules and regulations made by SoCo Transit, not in conflict with the provisions of the Agreement or any Federal, State, County or City law, are necessary to the efficient operation of the equipment and maintenance of SoCo Transit’s property. For non-safety related rules, SoCo Transit will transmit an electronic copy to the Local Union Office two (2) business days in advance.

**SECTION 2. Removal of Obsolete Rules** – SoCo Transit shall make a good faith effort to update, document and remove any rule, regulations, policies, procedures, or bulletins that are in conflict with each other or with the agreement.

**SECTION 3. Exercise of Good Judgment** – The Company operates public transportation services in a legal and prudent manner, and management will never require any employee to break the law, act unethically or take unreasonable risks. It shall not be a violation of this Agreement, or cause for disciplinary action, where employees reasonably refuse to operate equipment or a vehicle when such operation constitutes a violation of any state or federal rules, regulations, standards or orders applicable to commercial motor vehicle safety or health, or because of the employee’s reasonable apprehension of serious injury to himself/herself or the public due to the unsafe conditions as set out in any state, or federal rules, regulations, standards or orders applicable to commercial vehicle safety or health.

For the purposes of this Article, the term “reasonable” shall mean the reasoning and actions of an ordinary, prudent person who normally exercises due care while avoiding extremes of both audacity and caution.

**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 direct supervisor, or his/her designated representative, within ten (10) work days after an incident occurs which causes the employee to 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 Manager of Operations or Manager of Maintenance and Facilities within ten (10) work days after the answer in Step 1.

**Step 3: Administrator** – If the grievance is not resolved within five (5) work days after the receipt of the written grievance in Step 2 by employee’s supervisor, or his/her designated representative, the grievance shall automatically move to the SoCo Transit Administrator or his/her designated representative.

B. 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 the Company within ten (10) work days of the completion of Step 2, and the Company’s decision will be in writing to the Union.

C. 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 the SoCo Transit 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 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 SoCo Transit.

**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 the Company as provided in Article 7, Section 2, paragraph A, hereof.

**SECTION 1. 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.

**SECTION 2. 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 the Company 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 SoCo Transit.

**SECTION 3. Fees and Expenses of Arbitration** – The expenses of the arbitrator and hearing room will be equally shared between SoCo Transit and the Union. All other costs shall be borne by each party.

**ARTICLE 9**  
**Reopening Clause Under Wage Section**

Notwithstanding the provisions of Article 3, in the event SoCo Transit, 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 SoCo Transit 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 Classifications**

Should changes be made in the maintenance and operation of SoCo Transit's equipment that creates 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**

Bulletin boards shall be provided for the exclusive use of the Union on SoCo Transit'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**

The Company'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 the Company 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. Payroll Deduction** – SoCo Transit agrees to deduct from the pay of each member of the Union employed by SoCo Transit, such dues, fees and assessments as may be levied by the Union. Payment will be made by SoCo Transit to the Union within ten work days – excluding holidays – following the second payday in each calendar month. The Union shall furnish to SoCo Transit at least five (5) work days prior to the last day of each calendar month a list of all Bus Operators employed by the Company and belonging to the Union, and a separate list of all maintenance employees of the Company 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. SoCo Transit agrees to remit to the Union such lists. SoCo Transit agrees to remit to the Union within ten 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. Request for Deduction** – 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,

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, the undersigned employee of SoCo Transit, do hereby individually and voluntarily authorize and request the said Company 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 SoCo Transit 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 SoCo Transit to the financial secretary of Local No. 986.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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Employee

## **SECTION II – POLICIES AND BENEFITS**

### **ARTICLE 15**

#### **Probationary Period**

All new employees shall be on probation for a period of ninety (90) calendar days after the successful completion of the training period. Such probationary period shall constitute a trial period during which SoCo Transit 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 SoCo Transit 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 SoCo Transit 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 SoCo Transit. Seniority of service with SoCo Transit and qualifications which shall be jointly determined by the Company 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 SoCo Transit.

**SECTION 2. Transferring** – Employees transferring from the operating department to the maintenance department or from the maintenance department to the operating department, with the consent of SoCo Transit 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 SoCo Transit. 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, verbal directives, bulletins, and instructions provided by SoCo Transit. Ignorance of the aforementioned will not be accepted as a valid reason for failing to comply.

A written complaint may be entered into an employee’s personnel file provided it is properly investigated and SoCo Transit issues an adverse notation. In the event a verbal complaint is made against an employee, SoCo Transit shall first reduce such verbal complaint to writing. A copy of the complaint will then be furnished to the employee. In the event the employee disputes the complaint, he or she shall submit a written response within five business (5) days. The complaint, however, shall not be used for disciplinary or discharge purposes unless it results in an adverse notation.

**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 sufficient cause. “Discipline” shall mean a documented verbal or written warning, loss of pay, suspension, demotion, or termination of regular employment. Documented verbal warnings, as well as written warnings that do not include suspension without pay, are 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** – SoCo Transit 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 SoCo Transit 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 SoCo Transit 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 SoCo Transit. The hearing shall be held within ten (10) work days of the date the request for a hearing is received by SoCo Transit. An employee who has been notified of SoCo Transit’s intention to render discipline shall be entitled to a fair and impartial hearing by a SoCo Transit representative not directly involved with the investigation, who will serve as the Hearing Officer.

**SECTION 7. Employee Review of Facts** – During investigation hearings, the employee and the Union representative will be allowed to question all pertinent and present witnesses, and to read all papers and view evidence pertaining to the charges.

**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 SoCo Transit 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 the SoCo Transit’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.
- 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 SoCo Transit and/or RTA property or into SoCo Transit and/or RTA equipment or vehicles.
- C. Refusal to submit to a drug or alcohol test.
- D. Falsifying a report, timesheet/timcard 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 SoCo Transit and/or RTA 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.
- G. Conviction of a felony or Driving Under the Influence (DUI) on or off duty. Employees failing to report to Dispatch a DUI arrest prior to starting his or her next scheduled shift is considered a major offense.
- H. Lewd or lascivious behavior while on or off duty and while in SoCo Transit uniform.
- I. Failure to immediately report a vehicle collision or safety incident that involves a SoCo Transit and/or RTA vehicle or property.
- J. Falsifying a vehicle collision or safety incident report that involves damage to a SoCo Transit vehicle, another vehicle, SoCo Transit property, a fixed object or involving bodily injury, whether suffered by the SoCo Transit 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 RTA Dispatch or a Supervisor for two (2) or more consecutive calendar days of unauthorized absence without a reasonable justification. A reasonable justification includes 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. Knowingly driving a SoCo Transit vehicle without a valid, proper California driver's license (including appropriate endorsement) or with a suspended or expired license or DOT medical card. It is the employee's responsibility to maintain a valid license and current DOT medical card at all times while in the employ of SoCo Transit.
- N. Vandalism or willful damage to SoCo Transit and/or RTA property or equipment, or to another SoCo Transit employee's property or equipment while on SoCo Transit and/or RTA premises.
- O. Fighting or any physical violence on SoCo Transit and/or RTA 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 a SoCo Transit fueling resources without documented authorization from a Lead Supervisor, Manager or Director.
- R. A Bus Operator knowingly starting and/or removing a SoCo Transit vehicle from SoCo Transit and/or RTA 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 a SoCo Transit vehicle.
- T. Allowing an unauthorized person to operate a SoCo Transit vehicle.
- U. Dishonesty, providing false or misleading statements, or attempting to hide facts that may have led to the root cause of an incident under investigation.

**SECTION 11. Suspension and Administrative Leave** – Except as provided in Section 9 herein, SoCo Transit 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** – SoCo Transit shall have the right to suspend any employee for a period not to exceed three (3) work days with pay for any act or omission of the employee of such a nature that SoCo Transit deems that it would be detrimental to the public’s safety to retain the employee on duty status. Within three (3) work days, SoCo Transit 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 9 herein, SoCo Transit 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 SoCo Transit buses and facilities is governed by SoCo Transit’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 SoCo Transit Service.

Passenger violations of SoCo Transit’s Passenger Code of Conduct will allow Bus Operators to call for assistance from a SoCo Transit and/or RTA Supervisor. Any behavior that is perceived by the Bus Operator to risk imminent damage to SoCo Transit and/or RTA property or personal injury will allow a Bus Operator to inform RTA Dispatch that he or she is ceasing service and seeking assistance from local police. SoCo Transit will not discipline a Bus Operator for ceasing service and calling local police when an imminent threat occurred.

**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 ninety (90) 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, SoCo Transit 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 SoCo Transit 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 SoCo Transit. In the event no laid off employees report within the time specified above, SoCo Transit shall be free to hire a new person or persons to fill the vacancy or vacancies. Persons employed by SoCo Transit 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** – The Company 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 the RTA and the cost of such examinations shall be paid by SoCo Transit.

**SECTION 3. Fitness for Duty** – As a condition of continued employment with SoCo Transit, any physical examination provided for above must reveal the physical and mental fitness of the employee involved to perform his/her duties.

**SECTION 4. Drug and Alcohol Free Workplace** – SoCo Transit’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 SoCo Transit Drug Free Workplace Policy and Program. 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 SoCo Transit Drug Free Workplace Policy and Program.

**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 SoCo Transit 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 SoCo Transit 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, the Company 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 the Company-provided list, the employee will be solely responsible for the costs of the physical examination. On the first day of each month, SoCo Transit shall post a list of 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** – SoCo Transit will make every effort to issue the payroll every other Thursday starting no later than 5:00 a.m. In the event a holiday falls on a Thursday, SoCo Transit 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, coveralls, uniforms, 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 SoCo Transit all items issued by SoCo Transit 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 will return all SoCo Transit property his last day worked.

**SECTION 4. Pay Records** – SoCo Transit will use whatever means SoCo Transit determines is necessary to effectively account for and monitor employee paid time. A summary report that depicts each employee's hours worked in any SoCo Transit job classification during the previous pay period will be posted at the SoCo Transit 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 RTA dispatch each article found on SoCo Transit and/or RTA 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 SoCo Transit 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** – The Company shall provide the administration of the Group Insurance Plan.

### **SECTION 2. Premiums:**

- A. SoCo Transit 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 31 Section 1 and Article 40 Section 1.

- B. For Full-Time employees, SoCo Transit will pay for 93% of the monthly premiums to provide the base healthcare plan (as of January 1, 2017, this plan is known as the "PERS Select Anthem Blue Cross PPO") for the employee, as well as 93% of the Humana Dental and VSP Vision plans. The employee will be responsible for the remaining 7%, 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 January 1, 2017 rates, a Full-Time employee who has selected the PERS Select plan will pay \$44.34 per month (\$45.83 starting January 2018), while an employee who has selected the Blue Shield Access+ Plan will pay \$199.33 per month (\$87.06 starting January 2018).
- C. SoCo Transit may change insurance carriers at any time, as long as a comparable level of insurance benefits is maintained.

### **SECTION 3. Incidental Benefit for Opting Out:**

- A. SoCo Transit designated Full-Time benefited 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 SoCo Transit may "opt out" of these benefits and shall receive an incidental payment of \$175 monthly in lieu of the contribution as defined above.
- B. Full-Time benefited 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 SoCo Transit may "opt out" of the medical benefit and shall receive an incidental payment of \$125 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 SoCo Transit up to \$500 per occurrence, provided that all claims of theft must be irrefutably proven through video or other means and provided that a police report that details all stolen or damaged items is filed and a copy provided to SoCo Transit. Such reimbursement shall be paid upon submission of replacement receipt that clearly portrays the employee's actual out-of-pocket costs for replacement. SoCo Transit will not require Bus Operators to take their personal items with them on break time, only to empty and secure the bus.

**ARTICLE 26**  
**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 SoCo Transit property, except annual SoCo Transit 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 SoCo Transit unless otherwise mutually agreed to between SoCo Transit 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 one 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.

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

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 the Company 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 the Company to enter military service shall be paid in full for all accrued vacation credits at the time of such military service leave.

**SECTION 5. Doctors Note** – The Executive Director 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 Company 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 RTA Dispatch not later than 11:30 a.m. on the date prior to his/her returning to work. Any maintenance employee returning to work from sick leave shall notify his/her 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 SoCo Transit leave privilege or if he/she should feign an illness, such employee is subject to discharge at the option of the Company.

**SECTION 6. Inability to Perform Essential Job Functions** – If an employee becomes unable to perform the essential functions of his or her job through no fault of SoCo Transit, an unpaid leave may be granted by SoCo Transit Administrator. Under this circumstance, SoCo Transit, the employee and a Union representative will meet collaboratively to determine a schedule for possible return to work. In no case shall the initial schedule be longer than thirty (30) calendar days; it may be extended up to another thirty (30) day period at the discretion of the Administrator.

**ARTICLE 27**  
**Free Transportation**

All employees and their immediate family members covered by this Agreement shall be provided free transportation over all SoCo Transit, RTA and Paso Express fixed route service upon presentation of proper identification to be furnished to the employee by the Company without charge. Immediate family members include the following: spouse, as well as dependent children and/or stepchildren that live with the employee. Picture identification passes for immediate family members must be renewed annually at the RTA operating facility. 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 28**

### **Vehicle Collision and Incident Reporting**

**SECTION 1. During Shift** – Every employee shall make one (1) report for each vehicle collision, or safety incident with injury or the potential for a future claim of a loss, occurring during his/her run or shift, as required by SoCo Transit 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 sufficient time 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 the scheduled shift end time 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 SoCo Transit shall be paid for at the straight time rate.

**SECTION 2. Paid Time** – The Company 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 the Company 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 cities of Arroyo Grande, Grover Beach and/or Pismo Beach, 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 SoCo Transit. 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 Company official.

## **ARTICLE 29**

### **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. If an employee's time off should become covered by other paid compensation, the employee shall reimburse SoCo Transit for the three (3) days paid by SoCo Transit.

## **ARTICLE 30**

### **Vehicle Collision and Employee Incident Prevention**

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

SoCo Transit will rely upon an Accident Review Committee to consider appeals to the Company's initial determination of preventability. The Accident Review Committee shall decide preventability issues only, and shall not determine discipline. The determination of the Accident Review Committee is considered final and may not be appealed. In the event of a tie, the Administrator will cast the deciding vote. If the Accident Review Committee decision results in discipline, the affected employee may use the grievance process to dispute the discipline.

The Accident Review Committee will be made up of four (4) persons, with an equal number of bargaining unit members and Company members. The Union shall have the right to select the bargaining unit members, who shall serve in a paid capacity at dates and times selected by the Company. A bargaining unit member who has incurred a preventable collision or safety incident within the prior 18 months will not be eligible to be placed on the Accident Review Committee, although current members are "grandfathered in." The Company and Union may each elect to have an observer present during proceeding.

## **ARTICLE 31**

### **Bus Operations and Operators**

**SECTION 1. Full-Time Bus Operator** – The Company shall have Full-Time and Part-Time Positions as established upon ratification of the collective bargaining Agreement. Positions shall be determined annually through the operating program (budget) adopted by the SoCo Transit Board. Full-Time Bus Operators shall be any employee who operates a fixed route bus or Trolley who bids a scheduled run that regularly works thirty-five (35) hours per week or more.

When a Full-Time Bus Operator vacancy occurs, the Company 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 Bus Operators may apply for the position by completing a SoCo Transit Application for Promotion to Full-Time form and submit the application to the Company. Once the job posting is taken down, the position application process shall be considered closed. SoCo Transit shall review all applications and notify all applicants of their status within fourteen (14) calendar days of the closing process.

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

**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.

Operators shall be required to report at specific times according to published bid information before their runs are scheduled to leave their respective yards 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. Operators shall be paid ten (10) minutes time to perform a post-trip inspection per the prescribed Standard Operating Procedures in the Employee Handbook. 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 SoCo Transit.

**SECTION 5. Hours of Work on Regular Runs** – SoCo Transit 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** – SoCo Transit shall hold a general sign up one or more times each year. The Company shall post a seniority list no less than fifteen (15) days before the bid date. Results will be posted as soon as is reasonable, but no less than fifteen (15) days after the end of the bid date.

The temporary loaning of SoCo Transit Bus Operators to the RTA will be offered in seniority order. If forced, it will be done in reverse seniority order.

At a time seven (7) calendar days before a general sign up, SoCo Transit 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 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 the employee's most desirable run as the number one proxy and so on. Bus Operators on Leave of Absence status without a SoCo Transit approved return to work date are not eligible to bid. Bus Operators returning from leave have bumping privileges per Section 10 of this Article.

If other transit agencies whose operating employees are covered under a valid collective bargaining agreement with the Union consolidate with SoCo Transit, those new employees' seniority will be dovetailed into the SoCo Transit Seniority List based on each employee's original hire date with the agencies. If those new operating employees are not covered by a valid collective bargaining agreement with the Union, then, both a "Primary SoCo Transit Seniority" list and a "Secondary SoCo Transit Consolidation Seniority" list will be developed for the first year of consolidation. In addition, a separate set of Full-Time and Part-Time bids for the newly consolidated services will be posted seven (7) calendar days before bidding begins for the runs that are exclusively dedicated to the newly consolidated service. Only Bus Operators on the "Secondary SoCo Transit Consolidation Seniority" list may bid on runs in the newly consolidated services. If a newly consolidated run is vacated during a bid, employees on the "Secondary SoCo Transit Consolidation Seniority" list will have the first opportunity to fill the vacated run.

In the event that SoCo Transit and the RTA should consider merging operations during the life of this Agreement, SoCo Transit management will first consult with the Union to develop a recommended plan concerning work and employment conditions of Union members. This plan would be presented to the SoCo Transit Board of Directors for approval as part of the consolidation discussion.

The procedure may be changed by mutual agreement between SoCo Transit 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 SoCo Transit 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** – 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 or place themselves on the extra board with their full seniority rights. 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, or take their place on the extra board. If, upon the first day of his/her changeover, 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 regular runs will be assigned to Part-Time 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 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 assigned to the last Bus Operator in seniority on the extra board.

**SECTION 13. New and Trial Runs** – SoCo Transit 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 the Company 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. Straight runs operating six (6) hours or longer will be afforded 50 minutes of aggregated break time and be scheduled at layover intervals throughout the daily run. 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 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, SoCo Transit will implement a fix by the end of the following bid.

## **ARTICLE 32**

### **Provision Against Pyramiding**

Where more than one (1) overtime provision is involved, only that provision which creates the greatest compensation shall apply.

## **ARTICLE 33**

### **Part-Time and Casual Bus Operators**

#### **SECTION 1. Part Time and Casual Operators:**

- A. Part-Time Bus Operators will be those Bus Operators that either regularly work a biddable Part-Time run, or who are Casual Bus Operators who work open assignments on an as needed basis. Part-Time Bus Operators work bids scheduled to regularly work less than thirty-five (35) hours per week.
- B. Part-Time Bus Operators shall be eligible for any Full-Time Bus Operator position that may become available. Should a Full-Time position become available and the Company is able to fill that position, it shall be filled by the most senior Part-Time Bus Operator.
- C. Casual Bus Operators will be those Bus Operators that fill-in on an occasional basis and maintain all licensing/training requirements. Casual Bus Operators are called as needed. The following rules apply to Casual Bus Operator status:
  - 1. They may refuse work when offered; however, once they agree to work they are obligated to complete the assignment. Failure to complete an agreed upon assignment will subject them to the attendance policy and possible discipline.
  - 2. They are not guaranteed a set number of hours per week.

3. If a regular Part-Time or Full-Time Bus Operator wants to replace all or part of their bid with alternative employment or alternative activity, then they will be placed on Casual Bus Operator status. A regular Part- or Full-Time Bus Operator must provide a written request if they desire Casual Bus Operator status. Requests may be denied depending on worker availability until the next regularly scheduled bid.
4. **Return to Full-Time** – Casual Bus Operators may only return to regular Part- or Full-Time Bus Operator 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- or Full-Time Bus Operator 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.
5. **Delayed Status** – Frequent changes in work status between regular Part- and Full-Time Bus Operator positions and Casual Bus Operator positions are disruptive to the operation and often make it difficult to reliably cover shifts. Therefore, SoCo Transit may deny or delay requests to change status. When a Casual Bus Operator requests promotion to a regular Part- or Full-Time Bus Operator status or vice versa, the request may be delayed until the next regularly scheduled bid. The minimum commitment to regular Part- or Full-Time Bus Operator status must be at least the full bid. Also, when requesting a change in status, please provide as much notice as possible. A minimum of a two-week notice is required.

**SECTION 3. Call List for Open Runs** – The Company will maintain a voluntary Open Shift Call List of Bus Operators in order to fill assignments after the regular extra board is exhausted. Bus Operators will verbally or electronically inform the lead supervisor or the on-duty dispatcher that he or she wishes to be placed on the Open Shift Call List to cover open assignments. The Open Shift Call List will be divided into two sections: Section 1 will include Casual Bus Operators and Part-Time Bus Operators listed in descending seniority order; and Section 2 will include Full-Time Bus Operators listed in descending seniority order. Bus Operators listed in Section 1 must be called in its entirety before those in Section 2 are called. A call is considered complete when a message is left, or when the phone number is dialed and no ability to leave a message is available. In the interest of expediency, company-to-employee contact is not required to satisfy a completed call. Bus Operators not on the Open Shift Call List may only be called after the Open Shift Call List is exhausted. The Open Shift Call List is closed daily at Noon. Any Bus Operators deciding they want to be called after Noon will be placed at the bottom of the Open Shift Call List in an alternate section in the order they are received.

## **ARTICLE 34**

### **Miss-Outs and Work Assignment**

**SECTION 1. Miss-Outs** – A “miss-out” is defined to be: Each failure of any Bus Operator to report for duty at the proper time and at the proper place at which his/her assigned duties are scheduled to start.

A Bus Operator who fails to notify RTA Dispatch at least thirty (30) minutes prior to his/her start time that he/she will not report for duty and reporting for their assignment at the proper time and place shall be charged with a “miss-out”. Timely notice when Saturday or Sunday service is operated is forty five (45) minutes. A Bus Operator may be charged only one miss-out per day.

**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 Bus Operator 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 Bus Operator 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 Bus Operator, 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 Bus Operator involved shall be paid only for the time worked that day, if any, and shall receive two (2) days’ suspension without pay. If the Bus Operator, 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 Bus Operator involved shall be paid only for the time worked that day, if any, and shall be subject to dismissal or such other discipline which SoCo Transit 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. A Bus Operator 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** – Bus Operators 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 SoCo Transit may see fit to impose, however, in the event they are called, the Bus Operator must report within one (1) hour.

**SECTION 4. Waiver** – SoCo Transit 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 35**

**Sick Time and Vacation for Bus Operators**

**SECTION 1. Sick Time**

- A. **Accrual Rate** – All employees are eligible to accrue Sick Time of 2.67 hours per pay period. In no case shall the number of Sick Time hours accrued in a pay period exceed the number of hours worked in that pay period.
  
- B. **Use** – Employees may take Sick Time for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.
  
- C. **Maximum** – Employees may accumulate Sick Pay up to 24 hours per year and carry over a maximum of 24 hours per year to a maximum accrual of 72 hours. Should an employee’s Sick Time bank exceed this amount, they will cease to accrue hours over 72 not taken by the end of the calendar year. The Sick Time year will be January 1 to December 31.
  
- D. **Cash Out** – Sick Time is not eligible for cash out.
  
- E. **Donating** – The Company will not allow the donating of Sick Time to other employees.
  
- F. **Reduced Usage** – Sick Time shall be paid at the employee’s basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Sick Time 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. Sick Time pay shall not duplicate any other Company pay.
  
- G. **Overtime** – Sick Time taken cannot be used to put an employee in an overtime pay status.

**SECTION 2. Vacation Time**

- A. **Accrual Rate** – All eligible full time Bus Operators as defined in Article 31 Section 1 shall accrue Vacation Time at the following rates:

<b><u>Years of Service</u></b>	<b><u>Accrual Per Payroll Period</u></b>
Hire Date - 2 Years	3.08 Hours per pay period
3 Years - 6 Years	5.08 Hours per pay period
7 Years +	7.08 Hours per pay period

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

- B. **Use** – Employees may use Vacation Time for vacation, sick time or personal leave.
- C. **Maximum** – Employees may accumulate Vacation Time from year to year up to a maximum of 184 hours. Should an employee’s Vacation Time bank exceed this amount, they will cease to accrue hours over 184 not taken at the end of the calendar year. The vacation year will be January 1 to December 31. Employees who have had the use of Vacation Time canceled due to scheduling conflicts, will be given an opportunity to schedule the unused Vacation Time in the following year.
- D. **Cash Out** – In the event an employee is denied the use of accrued Vacation Time during the year and that employee has in excess 184 hours of vacation time on the books, any time over 80 hours may be cashed out by the employee at the end of the calendar year.
- E. **Donating** – The Company will allow the donating of Vacation Time to other employees. It will be limited to 50% of accrued Vacation Time. The Company will insure that donated Vacation Time 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.
- F. **Reduced Usage** – Vacation Time shall be at the employee’s basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Vacation Time 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 Vacation Time pay in excess of his regular pay. Vacation Time pay shall not duplicate any other Company pay.
- G. **Overtime** – Vacation Time taken cannot be used to put an employee in an overtime pay status.

**ARTICLE 36**

**Holidays**

**SECTION 1. Recognized Holidays** – For all Full-Time Bus Operators, time and one-half shall be paid for holidays worked as follows:

- New Year’s Day\*
- Memorial Day
- Independence Day\*
- Labor Day
- Thanksgiving Day
- Christmas 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 Bus Operators 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 the Company 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 37**  
**Retirement Benefits**

**SECTION 1. Accrual Rate** – For all Full-Time eligible Bus Operator\_employees, SoCo Transit shall contribute a fixed dollar amount per pay period to a deferred compensation 457 program administered by the Company. For all eligible full time Bus Operator employees as defined in Article 31 Section 1, the rate of contribution shall be \$30.00 per pay period.

**SECTION 2. Employee Matching** – Eligible Full-Time Bus Operator employees may also contribute to the plan on their behalf in order to match the company’s contribution or contribute an amount based on employee’s need. Employees should consult IRS regulations on the maximum contribution allowed annually.

**ARTICLE 38**  
**Hourly Wages – Bus Operators**

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

SoCo Bus Operator Wage Scale				
Level	2018	2019	2020	2021
Assumed CA Min. Wage	\$11.00	\$12.00	\$13.00	\$14.00
Training	\$11.00	\$12.00	\$13.00	\$14.00
New Hire	\$14.30	\$15.60	\$16.90	\$18.20
1 Year	\$14.75	\$16.09	\$17.43	\$18.77
2 Year	\$15.85	\$17.29	\$18.73	\$20.17
3 Year	\$16.24	\$17.72	\$19.20	\$20.68
4 Year	\$16.72	\$18.24	\$19.76	\$21.28
5 Year	\$17.28	\$18.85	\$20.42	\$21.99
6 Year	\$17.83	\$19.45	\$21.07	\$22.69
7 Year	\$18.38	\$20.05	\$21.72	\$23.39
8 Year	\$18.94	\$20.66	\$22.38	\$24.10
9 Year	\$19.51	\$21.28	\$23.05	\$24.82

On January 1 of each year, the contract wage increase shall automatically adjust by the greater of:

- A. The amount indicated in the table above as long as the minimum wage change for the state of California is implemented as indicated, or
- B. The percentage change in the Consumer Price Index for All Items measured for the Los Angeles-Riverside-Orange County area over the previous twelve (12) reported months.

If a scheduled California Minimum Wage increase is delayed by the State of California, the Consumer Price Index increase would be applied until such time that either the California Minimum Wage increase is implemented during that calendar year, or the next scheduled January 1 increase applies.

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

**SECTION 3. Wage Increases on Ensuing Pay Period** – 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, or to fill in as a Dispatcher or Scheduler, 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**  
**Operator Uniforms**

**SECTION 1. Uniform Vendor** – Bus Operators may purchase uniforms at the SoCo Transit’s designated uniform vendor. Uniforms shall be considered shirts, slacks, sweaters, vests, jackets and hats. Shoes may be purchased at whatever local establishment provided that they comply with the uniform regulations in the Bus Operators Employee Handbook.

**SECTION 2. Approved Apparel** – Bus Operators will be permitted to operate without any coats or jackets. Operators shall be allowed to wear regulation uniform shirts or regulation sport shirt with long or short sleeves. Sport shirts may be worn year-round if the Bus Operator so desires.

**SECTION 3. Quantities** – SoCo Transit 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\*** - SoCo Transit shall provide all Bus Operators who are employees of the company 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**  
**Maintenance Department**

**SECTION 1. Hours of Work** – The Company shall have Part-Time positions as established upon ratification of the Agreement. Positions shall be determined annually through the operating program (budget) adopted by the SoCo Transit Board. All regular Part-Time maintenance department employees shall be guaranteed a five (5) day work week, except where holidays intervene and regularly work less than thirty-five (35) hours per week. 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). All hours over twelve (12) in a work day will be paid at the double time rate.

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.

- A. **Unscheduled (Emergency) Call-Out**. On an unscheduled (emergency) call-out, an employee shall receive a minimum of two (2) hours pay at the applicable overtime rate.
  
- B. **On-Call Pay** – When necessary, the company will designate a holiday on-call employee based on the overtime standing of the RTA and SoCo Transit shop staff. In addition to holiday pay for all designated holidays, a holiday on-call employee shall receive two (2) hours of pay at the straight rate for being on-call for that holiday, and if called out will receive holiday pay for all hours worked. Hours worked starts at the time the employee initially talks with a company representative about the service emergency on the company-provided cellular phone. The on-call employee is required to remain in the service area, be accessible by a SoCo Transit provided cellular phone, remain fit for duty and to report to the nearest operating site within 15 minutes.
  
- C. **Work Week** – The work week will be five (5) consecutive days.

**SECTION 2. Job Assignments** – The RTA Manager, Maintenance and Facilities shall assign work shifts for all classifications in the department based upon the employee’s ability, skills and knowledge of SoCo Transit and/or RTA equipment and facilities. Work shifts for all maintenance department employees shall not change more than two (2) times per year.

**SECTION 3. Temporary Transfers** – All locations of work desired by SoCo Transit, where it is practicable, shall be directed to the employees through the on-duty supervisor. Every employee shall perform any work his/her supervisor directs him/her to do; provided that if such work pays a lower rate of pay than his/her regular pay, such employee shall nevertheless receive his/her regular rate of pay. In the event the work to which such employee is transferred or which he/she is directed to do pays a higher rate, and such transfer continues for one (1) hour or more, he/she shall receive for all time spent on such job, the higher rate of pay.

In order to permit an employee to receive training or orientation, SoCo Transit may assign an employee to any shift or assignment it may designate without regard to seniority for a period not to exceed ninety (90) calendar days in each instance. The assignment of an employee for training or orientation under this paragraph shall not result in the displacement of any employee already in such shift or assignment.

**SECTION 4. Reports, Attendance and Time Slips** – The following apply:

- A. **Reports** – All reports and time slips shall be made on SoCo Transit’s time. Maintenance employees shall be permitted to clock in not more than ten (10) minutes before the beginning of their work period.
  
- B. **Breaks** – Each Part-Time shift shall have one (1) ten (10) minute break.

- C. **Miss-Outs** – A “miss-out” is defined as each failure of any employee to report for duty at the proper time and at the proper place at which his/her assigned duties are scheduled to start.

An employee who fails to notify SoCo Transit at least thirty (30) minutes prior to his/her start time that he/she will not report for duty and reporting for their assignment at the proper time and place shall be charged with a “miss-out”. An employee may be charged only one miss-out per day.

Penalties for Missing-Out Shall Be as Follows:

1. For the first, second and third “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.
  2. 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 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.
  3. 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 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.
  4. For the sixth “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 SoCo Transit may see fit to impose.
  5. 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.
- D. **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 SoCo Transit may see fit to impose, however, in the event they are called, the employee must report within one (1) hour.
- E. **Waiver** – SoCo Transit 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.

**SECTION 5. Equipment for Maintenance Employees** – the following apply:

- A. Rubber boots, hats and raincoats will be furnished to utility workers by the Company when necessary.
- B. SoCo Transit shall furnish regulation coveralls or two-piece uniforms, at employee's option. In addition, SoCo Transit shall furnish jackets, and annual belt and steel-toed boot allowances. Employees wearing two-piece uniforms must wear shirt inside trousers with a belt. SoCo Transit shall pay the cost of coverall or two-piece uniform, as well as jacket, laundry service. Worn or damaged coveralls or two-piece uniform and jacket must be turned in when obtaining replacement of same. Upon termination of employment, employees shall turn in their coveralls or two-piece uniforms and jacket.
- C. The Company will provide hand and power tools for maintenance employees as required for vehicle and facility repairs identified in the employee's job description.

**SECTION 6. Bumping** – Maintenance 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 maintenance department.

**SECTION 7. Layoffs** – In the event of a layoff in the maintenance department, the employee with the least SoCo Transit 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 SoCo Transit seniority anywhere in a maintenance department classification where he/she is qualified.

**ARTICLE 41**

**Sick Time for Utility Employees**

**SECTION 1. Sick Time**

- A. **Accrual Rate** – All Utility employees are eligible to accrue Sick Time of 2.67 hours per pay period. In no case shall the number of Sick Time hours accrued in a pay period exceed the number of hours worked in that pay period.
- B. **Use** – Utility employees may take Sick Time for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.
- C. **Maximum** – Utility employees may accumulate Sick Pay up to 24 hours per year and carry over a maximum of 24 hours per year to a maximum accrual of 72 hours. Should an



employee’s Sick Time bank exceed this amount, they will cease to accrue hours over 72 not taken by the end of the calendar year. The Sick Time year will be January 1 to December 31.

- D. **Cash Out** – Sick Time is not eligible for cash out.
- E. **Donating** – The Company will not allow the donating of Sick Time to other employees.
- F. **Reduced Usage** – Sick Time shall be paid at the employee’s basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Sick Time 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. Sick Time pay shall not duplicate any other Company pay.
- G. **Overtime** – Sick Time taken cannot be used to put an employee in an overtime pay status.

**ARTICLE 42**  
**Hourly Wages – Utility**

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

<b>Utility (No Tools) Wage Scale</b>				
<b>Step</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Min. Wage	\$11.00	\$12.00	\$13.00	\$14.00
Step 1	\$15.80	\$16.90	\$17.90	\$18.90
Step 2	\$16.27	\$17.41	\$18.44	\$19.47
Step 3	\$16.76	\$17.93	\$18.99	\$20.05
Step 4	\$17.26	\$18.47	\$19.56	\$20.65
Step 5	\$17.78	\$19.02	\$20.15	\$21.27
Step 6	\$18.31	\$19.59	\$20.75	\$21.91
Step 7	\$18.90	\$20.20	\$21.40	\$22.60

On January 1 of each year, the contract wage increase shall automatically adjust by the greater of:

- A. The amount indicated in the tables above as long as the minimum wage change for the state of California is implemented as indicated, or
- B. The percentage change in the Consumer Price Index for All Items measured for the Los Angeles-Riverside-Orange County area over the previous twelve (12) reported months.

If a scheduled California Minimum Wage increase is delayed by the State of California, the Consumer Price Index increase would be applied until such time that either the California Minimum Wage increase is implemented during that calendar year, or the next scheduled January 1 increase applies.

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

**SECTION 3. Wage Increases on Ensuing Pay Period** – All Utility worker wage increases will take effect at the start of the next full pay period following the dates discussed above.