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www.slorta.org

RTA BOARD AGENDA

Wednesday, January 7, 2026 at 9:30 AM

(Start time is approximate, immediately following SLOCOG Meeting)

BOARD OF SUPERVISORS' CHAMBERS
COUNTY GOVERNMENT CENTER
1055 Monterey Street, San Luis Obispo, California 93401

The AGENDA is available/posted at: <http://www.slorta.org>

President:

John Peschong (First District – SLO County)
Bruce Gibson (Second District – SLO County)
Dawn Ortiz-Legg (Third District – SLO County)
Jimmy Paulding (Fourth District – SLO County)
Heather Moreno (Fifth District – SLO County)
Aileen Loe (Arroyo Grande)

Board Members:

Vice President:

Heather Newsom (Atascadero)
Cassi Dee (Grover Beach)
Carla Wixom (Morro Bay)
Fred Strong (Paso Robles)
Ed Waage (Pismo Beach)
Erica A. Stewart (San Luis Obispo)

Individuals wishing accessibility accommodations at this meeting under the Americans with Disabilities Act (ADA) may request such accommodations to aid hearing, visual, or mobility impairment (including Limited English Proficiency) by contacting the RTA offices at (805)541-2228 x4833. Please note that 48 hours advance notice will be necessary to honor a request.

RTA, de acuerdo con la Ley de Estadounidenses con Discapacidades (ADA), acomodará a las personas que requieran una modificación de la adaptación para participar en esta reunión. RTA también se compromete a ayudar a las personas con dominio limitado del inglés a acceder a los servicios públicos esenciales de la agencia y a la información pública en español. Para solicitar una adaptación, por favor llame al (805)541-2228 x4833. Requerimos al menos 48 horas de anticipación para proporcionar adaptaciones razonables.

CALL MEETING TO ORDER, ROLL CALL

PUBLIC COMMENT: The Board reserves this portion of the agenda for members of the public to address the San Luis Obispo Regional Transit Authority 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.

EMPLOYEE RECOGNITION: 10 Years of Service Certificate of Recognition: Sean Shealy

A. CONSENT AGENDA:

- A-1 RTA Executive Committee Meeting Draft Minutes December 10, 2025 (Information)
- A-2 RTA Board Meeting Minutes of November 5, 2025 (Approve)
- A-3 Annual Single Audit (Accept)
- A-4 FTA 5307, 5339 & CMAQ Grant Programs Administration (Adopt Resolution)
- A-5 FTA 5311 Grant Application (Adopt Resolution)
- A-6 Low-Carbon Transit Operations Program Grant Application (Adopt Resolution)
- A-7 SB-1 State of Good Repair Grant Application (Adopt Resolution)

- A-8 FTA Annual Certifications and Assurances (Authorize)
- A-9 4th Annual Bus Maintenance Facility CEQA Mitigations Monitoring Report (Receive)
- A-10 Award of Auction Services Agreement to JJ Kane (Approve)
- A-11 Award of Dispatch Software Contract to Ecolane (Approve)

B. INFORMATION AGENDA:

- B-1 Executive Director's Report (Receive)

C. ACTION AGENDA:

- C-1 Agreement between the RTA and Teamsters Local 986 (Approve)

D. CLOSED SESSION:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code § 54957(b)):

Title: Executive Director

Agency designated representative: Jenna Morton

Unrepresented employee: Geoff Straw, Executive Director

BOARD MEMBER COMMENTS

The next regularly scheduled RTA Board meeting is scheduled for March 4, 2026



San Luis Obispo Regional Transit Authority

Executive Committee Meeting

Draft Minutes 12/10/2025

A-1

Members Present: Jimmy Paulding, District 4 Supervisor, **President**
Fred Strong, City of Paso Robles, **Past President**

Members Absent: Carla Wixom, City of Morro Bay, **Vice President**

Staff Present: Geoff Straw, RTA Executive Director
Tania Arnold, RTA Deputy Director/CFO
Anthony Kalvans, RTA Administrative Assistant
Jenna Morton, RTA Counsel

Public Present: Aida Nicklin SLOCOG Administrative Assistant

1. **Call to Order and Roll Call:** **President Paulding** called the meeting to order at 11:53 a.m. and roll call was taken. A quorum was present.
2. **Public Comment:**
There was no public comment given.
3. **Closed Session:** Cancelled
4. **Open Session: RTA Legal Counsel Reports Out:** N/A
5. **Consent Items**
A-1 Executive Committee Meeting Minutes of August 13, 2025 (Approve)

Public Comment:

There was no public comment given.

Mr. Strong motioned to approve, seconded by **Mr. Paulding**. There was unanimous consensus of those present to approve the meeting minutes as is.

BOARD MEMBER
JIMMY PAULDING
FRED STRONG
CARLA WIXOM

YES
X
X

NO

ABSENT

X

6. **Information Items:**

B-1 Executive Director's Report (Verbal, Receive)

Mr. Straw said that the next five electric buses have arrived at the RTA facility. He also noted that at a recent conference some transit agencies are pushing back on the California Air Resources Board's Innovative Clean Transit fleet rule because of reliability issues with electric buses.

7. **Action Items:**

There were no actions items for the committee to consider.

8. **Review of Draft January 7, 2026 Draft RTA Board Agenda:**

Mr. Straw presented the draft agenda and said that staff is considering piggybacking on the February 2026 SLOCOG Board Meeting. In addition, Mr. Straw said that item B-2 may get pushed back to the March 2026 RTA Board Meeting.

Public Comment:

There was no public comment given.

Mr. Strong and Mr. Paulding gave consent to approve the draft agenda.

<u>BOARD MEMBER</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
JIMMY PAULDING	X		
FRED STRONG	X		
CARLA WIXOM			X

9. **Executive Committee Member Comments and Adjournment**

Mr. Strong and **Mr. Paulding** both thanked staff for their hard work.

The meeting was adjourned at 11:59 AM.

Next RTA Executive Committee Meeting: **February 11, 2026**

Respectfully Submitted,

Acknowledged by,

Anthony Kalvans
Administrative Assistant

Jimmy Paulding
RTA Board President 2025

DRAFT
SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
BOARD MEETING MINUTES OF DECEMBER 10, 2025
A-2

BOARD MEMBERS PRESENT:

KASSI DEE, CITY OF GROVER BEACH
AILEEN LOE, CITY OF ARROYO GRANDE
HEATHER MORENO, FIFTH DISTRICT, COUNTY OF SAN LUIS OBISPO
HEATHER NEWSOM, CITY OF ATASCADERO
JIMMY PAULDING, FOURTH DISTRICT, COUNTY OF SAN LUIS OBISPO (President)
DAWN ORTIZ-LEGG, THIRD DISTRICT, COUNTY OF SAN LUIS OBISPO
ERICA A. STEWART, CITY OF SAN LUIS OBISPO
FRED STRONG, CITY OF PASO ROBLES (Past President)
ED WAAGE, CITY OF PISMO BEACH

BOARD MEMBERS ABSENT:

BRUCE GIBSON, SECOND DISTRICT, COUNTY OF SAN LUIS OBISPO
JOHN PESCHONG, FIRST DISTRICT, COUNTY OF SAN LUIS OBISPO
CARLA WIXOM, CITY OF MORRO BAY (Vice President)

STAFF PRESENT:

GEOFF STRAW, EXECUTIVE DIRECTOR
TANIA ARNOLD, DEPUTY DIRECTOR/CFO
JENNA MORTON, SAN LUIS OBISPO COUNTY COUNSEL
ANTHONY KALVANS, ADMINISTRATIVE ASSISTANT

CALL MEETING TO ORDER, ROLL CALL: President Paulding called the meeting to order at 11:36 AM. Roll call was taken, and a quorum was present.

PUBLIC COMMENT:

There were no public comments regarding items not on the agenda.

A. CONSENT AGENDA:

There were no items on the consent agenda.

B. INFORMATION AGENDA:

There were no informational items on the agenda.

C. ACTION AGENDA:

There were no action items on the agenda to consider.

D. CLOSED SESSION ITEMS: CONFERENCE WITH LEGAL COUNSEL

CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code § 54957.6)

Agency designated representatives: Geoff Straw and Tania Arnold

Employee organization: Teamsters Local Union No. 986

Public Comment:

Mr. Eric Greening said he wanted to thank the RTA Bus Operators for getting him to various meetings around the count safely and said they deserve to be well compensated.

The Board adjourned to closed session at 11:39 AM.

The Board reconvened from closed session at 11:49 AM

Ms. Morton said that there was no reportable action.

E. BOARD MEMBER COMMENTS:

There were no Board comments given.

The meeting was adjourned at 11:50 AM.

Next regularly scheduled RTA Board meeting is **January 7, 2026**.

Respectfully Submitted,

Acknowledged by,

Anthony Kalvans, Administrative Assistant

Jimmy Paulding, RTA President 2025

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

JANUARY 7, 2026

STAFF REPORT

AGENDA ITEM: A-3

TOPIC: Annual Single Audit

PRESENTED BY: Tania Arnold, Deputy Director/CFO

STAFF RECOMMENDATION: Review and Accept the FY2024-25 Annual Single Audit Report

BACKGROUND/DISCUSSION:

As noted at the November 5, 2025 Board meeting, the Transportation Development Act (TDA) requires an *Annual Fiscal and Compliance Audit* be completed of each TDA recipient. In addition, based on the amount of Federal funds awarded to the RTA last fiscal year, we are required to complete a *Single Audit*.

At the November meeting, staff provided the *Annual Fiscal and Compliance Audit* report, which was completed by Brown Armstrong Accountancy Corporation. The field work for the *Single Audit* report was completed, but they were unable to complete the report due to the delay in the 2025 Compliance Supplement from the United States Office of Management and Budget. Traditionally the *Annual Fiscal and Compliance Audit* is provided to the Board at the same time as the *Single Audit*, but with the delay in when the audit firm was be able to finalize the *Single Audit*, staff did not want to delay the release of the financial results. Since that time, the OMB released the 2025 Compliance Supplement and the audit firm was able to complete the attached *Single Audit*.

Of particular interest to Board members are the three letters at the beginning of the *Single Audit* report, which include the auditor findings as a result of their field work. They are:

- Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Basic Financial Statements Performed in Accordance with Government Auditing Standards – the results of the audit tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards
- Independent Auditor's Report on State Compliance – the RTA complied, in all material respects, with the compliance requirements that are applicable to the RTA for the fiscal year ended June 30, 2025
- Independent Auditor's Report on Compliance for Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance –

the RTA complied, in all material respects, with the types of compliance requirements that could have a direct and material effect on each of its major federal programs for the fiscal year ended June 30, 2025

Staff Recommendation

Review and accept the Fiscal Year 2024-25 Annual Single Audit report.

**SAN LUIS OBISPO REGIONAL
TRANSIT AUTHORITY**

SINGLE AUDIT REPORT

**FOR THE FISCAL YEAR ENDED
JUNE 30, 2025**

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

JUNE 30, 2025

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF THE BASIC FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors
San Luis Obispo Regional Transit Authority
San Luis Obispo, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the San Luis Obispo Regional Transit Authority (the Authority), as of and for the fiscal year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated October 10, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material

effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

A handwritten signature in blue ink that reads "Brown Armstrong Accountancy Corporation". The signature is written in a cursive, flowing style.

Bakersfield, California
October 10, 2025

INDEPENDENT AUDITOR'S REPORT ON STATE COMPLIANCE

Board of Directors
San Luis Obispo Regional Transit Authority
San Luis Obispo, California

Report on Compliance with Transportation Development Act Requirements

We have audited the San Luis Obispo Regional Transit Authority's (the Authority) compliance with Transportation Development Act (TDA) requirements that funds allocated to and received by the Authority were expended in conformance with applicable statutes, rules, and regulations of the TDA and the allocation instructions and resolutions of San Luis Obispo Council of Governments as required by Section 6667 of Title 21, Division 3, Chapter 2, Article 5.5 of the California Code of Regulations during the fiscal year ended June 30, 2025.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to the applicable statutes, rules, and regulations of the TDA.

Auditor's Responsibility

Our responsibility is to express an opinion on each of the Authority's compliance requirements referred to in Section 6667, which requires that for a transit claimant, the independent auditor will perform at least the following tasks:

- a) Determine whether the claimant was an entity eligible to receive the funds allocated to it;
- b) Determine whether the claimant is maintaining its accounts and records on an enterprise fund basis and is otherwise in compliance with the uniform system of accounts and records adopted by the State Controller, pursuant to Public Utilities Code Section 99234;
- c) Determine whether the funds received by the claimant pursuant to the TDA were expended in conformance with those sections of the TDA specifying the qualifying purposes, including Public Utilities Code Sections 99262 and 99263 for operators receiving funds under Article 4; Sections 99275, 99275.5, and 99277 for Article 4.5 claimants; Section 99400(c), (d), and (e) for Article 8 claimants for service provided under contract; and Section 99405(d) for transportation services provided by cities and counties with populations of less than 5,000;
- d) Determine whether the funds received by the claimant pursuant to the TDA were expended in conformance with the applicable rules, regulations, and procedures of the transportation planning agency and in compliance with the allocation instructions and resolutions;
- e) Determine whether interest earned on funds received by the claimant pursuant to the TDA were expended only for those purposes for which the funds were allocated in accordance with Public Utilities Code Sections 99234.1, 99301, 99301.5, and 99301.6;
- f) Verify the amount of the claimant's operating cost for the fiscal year, the amount of fare revenues required to meet the ratios specified in Sections 6633.2 and 6633.5, and the amount of the sum of fare revenues and local support required to meet the ratios specified in the Section 6633.2;

- g) Verify the amount of the claimant's actual fare revenues for the fiscal year;
- h) Verify the amount of the claimant's actual local support for the fiscal year;
- i) Verify the amount the claimant was eligible to receive under the TDA during the fiscal year in accordance with Sections 6634 and 6649;
- j) Verify, if applicable, the amount of the operator's expenditure limitation in accordance with Section 6633.1;
- k) In the case of an operator, determine whether the operator's employee retirement system or private pension plan is in conformance with the provisions of Public Utilities Code Sections 99271, 99272, and 99273;
- l) In the case of an operator, determine whether the operator has had a certification by the Department of the California Highway Patrol verifying that the operator is in compliance with Section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251;
- m) In the case of an operator, verify, if applicable, its State Transit Assistance eligibility pursuant to Public Utilities Code Section 99314.6 or 99314.7; and
- n) In the case of a claimant for community transit services, determine whether it is in compliance with Public Utilities Code Sections 99155 and 99155.5.

Compliance with the requirements referred to above is the responsibility of the Authority's management. Our responsibility is to express an opinion on the Authority's compliance based on our audit.

Opinion on Transportation Development Act Compliance

In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above that are applicable to the Authority for the fiscal year ended June 30, 2025.

Purpose of this Report

The purpose of this report on compliance is solely to describe the scope of our testing of compliance and the results of that testing based on the requirements of the TDA, and not to provide an opinion on the effectiveness of the Authority's compliance with the applicable bond act and state accounting requirements. Accordingly, this report is not suitable for any other purpose.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Brown Armstrong
Accountancy Corporation

Bakersfield, California
October 10, 2025

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR
EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors
San Luis Obispo Regional Transit Authority
San Luis Obispo, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited San Luis Obispo Regional Transit Authority's (the Authority) compliance with the types of compliance requirements identified as subject to audit in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on each of the Authority's major federal programs for the fiscal year ended June 30, 2025. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the fiscal year ended June 30, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Authority's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Authority's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the Authority, as of and for the fiscal year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements. We issued our report thereon dated October 10, 2025, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Brown Armstrong
Accountancy Corporation

Bakersfield, California
December 1, 2025

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

Federal Grantor / Pass-Through Grantor / Program or Cluster Title	Assistance Listing Number	Identifying Number	Total Federal Expenditures
<u>U.S. Department of Transportation</u>			
Direct:			
FTA Section 5307 - Capital Assistance (Vehicle Replacement)	20.507	CA-2016-064-01	\$ 515
FTA Section 5307 - Capital Assistance (Bus Stop Improvements)	20.507	CA-2016-065-13	21,484
FTA Section 5307 - Capital Assistance (Bus Stop Improvements)	20.507	CA-2016-065-11	20,629
FTA Section 5307 - Capital Assistance (Bus Stop Improvements)	20.507	CA-2017-100-11	3,907
FTA Section 5307 - Capital Assistance (Maintenance tools)	20.507	CA-2019-082-03	1,285
FTA Section 5307 - Capital Assistance (ADA Vehicles)	20.507	CA-2020-283-02	58,029
FTA Section 5307 - Capital Assistance (Maintenance tools)	20.507	CA-2020-083-03	8,751
FTA Section 5307 - Capital Assistance (Capital Assistance)	20.507	CA-2020-283-04	6,225
FTA Section 5307 - Capital Assistance (Rolling Stock)	20.507	CA-2021-161-03	77,600
FTA Section 5307 - Capital Assistance (Maintenance tools)	20.507	CA-2021-161-04	5,399
FTA Section 5307 - Capital Assistance (Planning)	20.507	CA-2022-216-05	73,052
FTA Section 5307 - Capital Assistance (Bus Stop Improvements)	20.507	CA-2022-216-06	18,846
FTA Section 5307 - Capital Assistance (Vehicle Replacement)	20.507	CA-2022-216-08	33,642
FTA Section 5307 - Capital Assistance (Vehicle Replacement)	20.507	CA-2022-216-09	7,546
FTA Section 5307 - Capital Assistance (Capital Assistance)	20.507	CA-2023-195-03	9,591
FTA Section 5307 - Capital Assistance (Support Vehicle Replacement)	20.507	CA-2023-205-08	5,073
FTA Section 5307 - Capital Assistance & Ops Assist FY 14/15 (Bus Stop Impr)	20.507	CA-90-Z272	26,298
FTA Section 5307 - Operating Assistance	20.507	CA-2025-071-01	2,083,000
FTA Section 5307 - Operating Assistance	20.507	CA-2025-160-01	840,000
FTA Section 5307 - Operating Assistance	20.507	CA-2025-071-01	356,500
FTA Section 5307 - Operating Assistance	20.507	CA-2025-071-01	944,460
FTA Section 5307 - Operating Assistance	20.507	CA-2024-183-00	35,540
Total FTA Section 5307			4,637,372
Total Federal Transit Cluster			4,637,372
FTA Section 5339 - Capital Assistance (Rolling Stock)	20.509	CA-2022-205-01	52,504
FTA Section 5339 - Capital Assistance (Rolling Stock)	20.509	CA-2023-195-01	171,770
FTA Section 5339 - Capital Assistance (Rolling Stock)	20.509	CA-2023-195-04	61
FTA Section 5339 - Capital Assistance (BMF)	20.509	CA-2020-040-01	42,754
Total FTA Section 5339			267,089
Passed Through the State of California Department of Transportation:			
FTA Section 5311 - Operating Assistance	20.509	64BA24-02492	783,423
Total FTA Section 5311			783,423
Total U.S. Department of Transportation			5,687,884
Total Expenditures of Federal Awards, Excluding Federal Loan Balances			<u>\$ 5,687,884</u>
Federal Loan Balances Carried Forward from Prior Year			
Transportation Infrastructure Finance and Innovation Act (TIFIA) Program	20.223		\$ 11,960,910
Total Federal Loan Balances			11,960,910
Total Expenditures of Federal Awards, Including Federal Loan Balances			<u>\$ 17,648,794</u>

See Accompanying Notes to the Schedule of Expenditures of Federal Awards.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

NOTE 1 – SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

The accompanying Schedule of Expenditures of Federal Awards (Schedule) presents the activity of all Federal award programs of the San Luis Obispo Regional Transit Authority (the Authority). All Federal awards received directly from Federal agencies as well as Federal awards passed through from other government agencies are included on the Schedule.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying Schedule is presented using the accrual basis of accounting, which is described in Note 2 of the Authority's financial statements.

NOTE 3 – RELATIONSHIP TO FINANCIAL STATEMENTS

Federal award monies are reported in the Authority's financial statements as revenues from Federal operating and capital assistance grants.

NOTE 4 – INDIRECT COST RATE

The Authority did not elect to use the 10 percent de minimus indirect cost rate.

NOTE 5 – LOANS OUTSTANDING

The following program had federally-funded loans outstanding at June 30, 2025:

Assistance Listing Number	Program Title	Amount Outstanding					June 30, 2025
		July 1, 2024	New Loans	Loan Payments	Forgiven		
20.223	TIFIA	\$ 11,960,910	\$ -	\$ -	\$ -		\$ 11,960,910

FINDINGS AND QUESTIONED COSTS SECTION

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2025**

I. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

Material weakness identified?

____ Yes X No

Significant deficiencies identified that are not considered
to be material weaknesses?

____ Yes X None reported

Noncompliance material to financial statements noted?

____ Yes X No

Federal Awards

Internal control over major federal programs:

Material weakness identified?

____ Yes X No

Significant deficiencies identified that are not considered
to be material weaknesses?

____ Yes X None reported

Type of auditor's report issued on compliance for major programs:

Unmodified

Any audit findings disclosed that are required to be reported in
accordance with the Uniform Guidance, under 2 CFR §200.516(a)?

____ Yes X No

Identification of major programs:

Assistance Listing Number

Name of Federal Program or Clusters

20.507

Federal Transit – Formula Grants (Urbanized Areas
Formula Program)

Dollar threshold used to distinguish Type A and B programs:

\$750,000

Auditee qualified as low risk auditee?

 X Yes ____ No

II. Findings Relating to Financial Statement Required Under Generally Accepted Government Auditing Standards (GAGAS)

None.

III. Federal Award Findings and Questioned Costs

None.

IV. State Award Findings and Questioned Costs

None.

V. Summary of Prior Audit (June 30, 2024) Findings and Current Status

None.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (RTA)

JANUARY 7, 2026

STAFF REPORT

AGENDA ITEM: A-4

TOPIC: FTA 5307, 5339 & CMAQ Grant Programs
Administration

PRESENTED BY: Melissa Mudgett, Grants and Financial Manager

STAFF RECOMMENDATION: Adopt Resolution Seeking Continued Access to
TRAMS in Order to Administer FTA Section 5307,
5339 and CMAQ Grants

BACKGROUND/DISCUSSION:

The cities of Atascadero and Paso Robles and certain limited populations of unincorporated northern San Luis Obispo County areas were designated again as an “urbanized area” based upon the results of the 2020 US Census. In addition, the cities of Arroyo Grande, Grover Beach and Pismo Beach and certain limited populations of unincorporated southern San Luis Obispo County areas were designated again as an urbanized area based on the results of the 2020 US Census. The transit agencies in these two small urbanized areas and the San Luis Obispo Council of Governments developed two Operators Agreements relative to the governance and transit planning needs as they relate to Federal Transit Administration (FTA) Sections 5307, 5339 and CMAQ funding eligibility. These Agreements allow the transit agencies to use these FTA funding sources for capital, operating, and planning assistance. However, the FTA requires that there be a single “grant recipient” who will perform grant administration activities for each urbanized area. For the benefit of all transit agencies included in these two small urbanized areas, the RTA has served the role of Grant Recipient.

For the RTA to continue serving as the administrator of FTA Sections 5307, 5339 and CMAQ grant funding on behalf of the cities of Atascadero and Paso Robles, as well as for South County Transit, FTA requires the RTA (serving as the Grant Recipient) to have access to the electronic grants management program known as Transit Award Management System (TrAMS). The attached resolution grants the RTA Executive Director or designee access to TrAMS to administer FTA Sections 5307, 5339 and CMAQ grants based on the Operators Agreement between SLOCOG, the cities of Atascadero and Paso Robles, and the RTA, as well as the Operator Agreement between SLOCOG, South County Transit and the RTA.

STAFF RECOMMENDATION:

Adopt Resolution seeking continued access to TRAMS in order to administer FTA Sections 5307, 5339 and CMAQ grants.

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
RESOLUTION NO. 26-_____**

**A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE
FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF
THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL
TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C CHAPTER 53 TITLE
23 UNITED STATES CODE AND OTHER FEDERAL STATUTES ADMINISTERED BY
THE FEDERAL TRANSIT ADMINISTRATION**

WHEREAS, the Federal Transit Administration (FTA) has been delegated authority by the United States Department of Transportation to award Federal financial assistance for transit projects; and

WHEREAS, a grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the San Luis Obispo Regional Transit Authority (RTA), and may require the RTA to provide the local share of the project cost; and

WHEREAS, the RTA has or will provide all annual certifications and assurances to the FTA required for the projects included in a grant application; and

WHEREAS, the RTA as the Grantee will file and execute applications on behalf of the cities of Atascadero and El Paso de Robles, the San Luis Obispo Council of Governments (SLOCOG), and for South County Transit, as sub-recipients of FTA Section 5307, 5339, and Congestion Mitigation and Air Quality (CMAQ) funds required for the identified projects.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors of the San Luis Obispo Regional Transit Authority:

1. Authorize the Executive Director or designee to execute and file applications for Federal assistance on behalf of RTA with the FTA for Federal Assistance authorized by 49.U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the FTA and has received authority from the San Luis Obispo Council of Government, San Luis Obispo, California, the Designated Recipient, to apply for Urbanized Area Formula Program Assistance authorized by 49 U.S.C. 5307, 5339, and CMAQ transferred and administered as 5307.
2. Authorize the Executive Director or designee to execute and file with its application the annual Certifications and Assurances required by the FTA before awarding a Federal assistance grant or cooperative agreement.
3. Authorize the Executive Director or designee to execute and file such applications, assurances or any other documents required by FTA for the purpose of complying with Title VI of the Civil Rights Act of 1964.

4. Authorize the Executive Director or designee to furnish such additional information as the FTA may require in connection with the program of projects identified in applications.
5. The President of the RTA Board of Directors is authorized to execute grant and cooperative agreements with the FTA on behalf of the RTA.

On motion of Director _____, seconded by Director _____, and on the following roll call, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby passed and adopted at a regular meeting of said Board of Directors held on the 7th day of January 2026.

President of the RTA Board of Directors

ATTEST:

Geoff Straw, Executive Director
San Luis Obispo Regional Transit Authority

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Jenna Morton, RTA Legal Counsel
County of San Luis Obispo

Date: _____

January 7, 2026

DESIGNATION OF SIGNATURE AUTHORITY
for the
TRANSIT AWARD MANAGEMENT SYSTEM
(TrAMS)

The San Luis Obispo Regional Transit Authority hereby authorizes the Executive Director, the Deputy Director/Chief Financial Officer, the Grants and Financial Manager, and the RTA Legal Counsel to be assigned, and to use a Personal Identification Number (PIN) in TrAMS, for the execution of annual Certification and Assurances issued by the Federal Transit Administration (FTA), submission of all FTA grant applications, and the execution of all FTA grant awards, on behalf of the official below and on behalf of San Luis Obispo Regional Transit Authority. This Designation of Signature Authority serves only to authorize the above-referenced persons to take actions in TrAMS; original Certifications and Assurances and original FTA grant agreements must be executed by the Recipient's Designated Official, identified in its Authorizing Resolution, and its legal counsel, unless otherwise delegated in accordance with the Recipient's internal procedures.

Geoff Straw
RTA Executive Director

Jenna Morton
RTA Legal Counsel

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
JANUARY 7, 2026
STAFF REPORT**

AGENDA ITEM: A-5

TOPIC: FTA Section 5311 Grant Application

PRESENTED BY: Melissa C. Mudgett, Grants and Financial Manager

STAFF RECOMMENDATION: Adopt Resolution Authorizing the Executive Director to Submit a Grant application for the Entire Amount of FTA Section 5311 Funds Apportioned in FFY2025-26 for San Luis Obispo County

BACKGROUND/DISCUSSION:

The Federal Transit Administration (FTA) Section 5311 Formula Grants for Rural Areas program, under 49 U.S.C. Chapter 53 as reauthorized under the FAST Act, provides capital, planning, and operating assistance to support public transportation in rural areas with populations of less than 50,000 persons. The Section 5311 funds are administered statewide by the California Department of Transportation (Caltrans).

In prior years, the San Luis Obispo Council of Governments (SLOCOG) and the RTA agreed to program all federal funding from the FTA Section 5311 Program to the RTA. In exchange, SLOCOG programmed a similar amount of Transportation Development Act (TDA) funds for rural transit operators in the county. The resulting Rural Transit Funds (RTF) was used by transit operators that provide public transportation services outside of the three small urbanized areas in San Luis Obispo County. However, with the consolidation of Morro Bay Transit into the RTA, only one transit agency in SLO County remains and there is no longer a benefit of continuing with the RTF program.

In order to be eligible for the Section 5311 funds, the RTA must submit an annual grant application to Caltrans. The grant application must include a resolution, approved by the RTA Board, authorizing submittal of the grant application and authorizing the Executive Director to execute and file all assurances and any other documentation required by Caltrans and the FTA.

Staff is seeking the Board's approval to submit a grant application for the entire amount of FTA Section 5311 funds for the purchase of various materials, supplies, equipment, and/or operations costs for rural bus services. Once adopted, the attached resolution will become part of the grant application for FTA Section 5311 funding to reimburse costs incurred in FFY2025-26.

STAFF RECOMMENDATION

Adopt resolution authorizing the Executive Director to submit a grant application for the entire amount of FTA Section 5311 funds apportioned in FFY2025-26 for San Luis Obispo County.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
RESOLUTION NO. 26-_____**

RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE (FTA) FUNDING UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) FORMULA GRANTS FOR RURAL AREAS.

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (**FTA C 9040.1F**); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, the San Luis Obispo Regional Transit Authority desires to apply for said financial assistance to permit operation of service in San Luis Obispo County; and

WHEREAS, the San Luis Obispo Regional Transit Authority has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED that the San Luis Obispo Regional Transit Authority does hereby authorize the Executive Director, to file and execute applications on behalf of San Luis Obispo Regional Transit Authority with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (**FTA C 9040.1F**) for the maximum funding available, as amended.

That the Executive Director or designee is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department; and

That the Executive Director or designee is authorized to execute and file such applications, assurances or any other documents for the purpose of complying with Title VI of the Civil Rights Act of 1964 required by the Department in connection with the application for the Section 5311 projects; and

That Executive Director is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

On a motion of Director _____, seconded by Director _____, and on the following roll call, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby passed and adopted by the San Luis Obispo Regional Transit Authority Board of Directors at a regular meeting held on the 7th day of January 2026.

President of the RTA Board of Directors

ATTEST:

Geoff Straw, Executive Director
San Luis Obispo Regional Transit Authority

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Jenna Morton, RTA Legal Counsel
County of San Luis Obispo

Date: _____

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

JANUARY 7, 2026

STAFF REPORT

AGENDA ITEM: A-6

TOPIC: Low-Carbon Transit Operations Program Grant Application

PRESENTED BY: Melissa C. Mudgett, Grants and Finance Manager

STAFF RECOMMENDATION: Adopt Resolution Authorizing the Executive Director to Submit a LCTOP Grant Application to Fund FY2027 School Tripper Services and to Enhance Transit Operations in Lower-Income and Disadvantaged Communities Throughout the County.

BACKGROUND/DISCUSSION:

California Senate Bill (SB) 862, passed in 2014, established the Low-Carbon Transit Operations Program (LCTOP) as a formulaic program instead of a state-level competitive program and established LCTOP as a continuous appropriation with 5% of the annual auction proceeds from the California Air Resource Board's cap-and-trade program, for LCTOP beginning in 2015. This program was created to provide operating and capital assistance for transit agencies to support new or expanded bus service and to reduce greenhouse gas emissions and improve mobility along with other community benefits, with a priority on serving lower income and disadvantaged communities (DAC).

Eligible recipients of the LCTOP funds include: SLO Transit, and the services operated by the RTA (regional fixed-routes, Runabout, South County Transit, Paso Express, Atascadero Dial-A-Ride, Nipomo Dial-A-Ride and Morro Bay Transit). Eligible projects will support new, enhanced or expanded bus services (for up to five years) or expanded intermodal transit facilities, and may include equipment acquisition, fueling, and maintenance and other costs to operate those services or facilities, with each project reducing greenhouse gas emissions.

The passing of SB840 in September 2025 brought changes to the timing and process of allocating Greenhouse Gas Reduction Funds (GGRF) to the LCTOP program. These changes include the reclassification of the LCTOP program from a Tier II to a Tier III funded program, additional Greenhouse Gas (GHG) auction sales throughout the year that will need to be allocated and distributed to the regions, and the date of annual LCTOP Allocation/Call for Project was moved from February to July.

The San Luis Obispo Council of Governments (SLOCOG) staff has always strived to be transparent and flexible, knowing regional planning agencies and transit operators use LCTOP to fund important community transit projects. As agencies wait for the State to

release the revised LCTOP guidelines with the SB840 changes, SLOCOG has directed that the best approach would be for agencies to submit for LCTOP eligible projects in this current programming cycle and list them in priority order. Any funded LCTOP eligible projects not funded in this current cycle could then be reconsidered in the subsequent call for projects planned to be released in July 2026.

The amount of LCTOP available for the San Luis Obispo County regional and operator apportionments in FY2025-26 has not yet been determined by the State Controller's Office. Based on recent estimates, the total amount of available LCTOP funds available to the RTA for FY2026-27 programming is **\$338,945**. This amount includes a reduction of LCTOP Regional Discretionary funding of -\$147,355 which was previously approved by the SLOCOG Board for its *Regional Fare Subsidy Transit Pass* program.

Staff recommends the application of available LCTOP funds to be used towards the operating costs of new and enhanced transit operations for lower-income and disadvantage communities. LCTOP funding will support continued school tripper services in the cities of Paso Robles and Arroyo Grande. A school tripper service is a regularly scheduled public transit service that is designed to accommodate school students and staff during the academic year. Tripper services are added to certain routes during peak travel times to relieve overcrowding. The tripper services are available to the general public and are coordinated with school bell schedules. LCTOP funds will also support expanded and enhanced transit services of the Nipomo Dial-A-Ride program and RTA fixed-routes to lower-income or disadvantaged communities throughout the county. The breakdown of RTA-proposed projects are identified in the table below.

Table 1: LCTOP FY26-27 Operations Application Breakdown

Priority #	Project Description	Eligibility	Amount
1.	Continued Paso Robles School Tripper Service	Continued Service to Low-Income/DAC	\$ 19,000
2.	Continued Arroyo Grande High School Tripper	Continued Service to Low-Income/DAC	\$ 27,000
3.	Continued Sunday service Route B (Paso Robles)	Continued Service to Low-Income/DAC	\$ 37,000
4.	Continued Route 10 (SLO - Santa Maria) Serving Lower-Income & Disadvantaged communities	Continued Service to Low-Income/DAC	\$190,000
5.	Nipomo Dial-A-Ride Service Expansion	New / Expanded Low-Income/DAC	\$ 65,945

Total LCTOP Funding Request \$338,945

RTA staff requests that the Board authorize any unfunded LCTOP eligible projects listed above in Table 1 be reconsidered in the subsequent LCTOP Call for Projects to be released in July 2026. Should the LCTOP eligible projects listed above be fully funded, the RTA seeks authorization to submit projects for LCTOP FY27-28 operations.

The RTA Board will need to authorize specific projects and amounts allowing staff to apply for these LCTOP grant funds. Since LCTOP funding amounts are still unknown for the July 2026 Call for Projects, staff will return to Board in May 2026 to seek authorization.

Applications for the current LCTOP project nominations are due to SLOCOG on February 6, 2026 with the SLOCOG Board of Directors awarding LCTOP funds at its April 1, 2026 meeting.

STAFF RECOMMENDATION:

Adopt resolution authorizing the Executive Director to submit an LCTOP grant application to fund FY2027 school tripper services, and to enhance transit operations in lower-income and disadvantaged communities throughout the county.

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ATTACHMENT A

Resolution No. 26-_____

**A RESOLUTION OF THE SAN LUIS OBISPO REGIONAL TRANSIT
AUTHORITY BOARD OF DIRECTORS, AUTHORIZATION SUBMITTAL OF A
GRANT APPLICATION TO THE STATE OF CALIFORNIA
LOW-CARBON TRANSIT OPERATIONS PROGRAM
FY2025-26**

WHEREAS, The San Luis Obispo Regional Transit Authority, on behalf of the South County Transit Committee, is an eligible applicant for Low-Carbon Transit Operations Program funds; and,

WHEREAS, it is anticipated that a total of **\$338,945** will be available to the RTA in FY2025-26 Low-Carbon Transit Operations Program funds, following the reduction of previously committed funds; and

WHEREAS, the San Luis Obispo Regional Transit Authority continues to be a leading agency in sustainability efforts and has set significant goals to reduce greenhouse gas (GHG); and

WHEREAS, the San Luis Obispo Regional Transit Authority is seeking grant funding to optimize the use of local TDA funds provided by the various agencies included in the Joint Powers Agency Agreement; and

WHEREAS, the San Luis Obispo Regional Transit Authority is requesting up to **\$338,945** from the Low Carbon Transit Operations Program to fund school tripper services and enhanced transit operations to lower-income and disadvantaged communities throughout the county.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the San Luis Obispo Regional Transit Authority Board of Directors authorizes the Executive Director to submit a proposal to the State of California Low-Carbon Transit Operations Program of up to **\$338,945** to fund FY2027 transit operations that include continued school tripper services and enhanced transit operations, Dial-A-Ride and fixed route services, to lower-income and disadvantaged communities throughout the county of San Luis Obspo.

BE IT FURTHER RESOLVED, that the President of the Board is directed to sign this resolution to authorize the submittal of said funding requests.

BE IT FURTHER RESOLVED, that the Executive Director is hereby authorized to submit said funding requests.

Upon motion of Director _____, seconded by Director _____, and on the following roll call, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby adopted this 7th day of January, 2026.

President of the RTA Board of Directors

ATTEST:

Geoff Straw, Executive Director
San Luis Obispo Regional Transit Authority

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Jenna Morton, RTA Legal Counsel
County of San Luis Obispo

Date: _____

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

JANUARY 7, 2026

STAFF REPORT

AGENDA ITEM: A-7

TOPIC: SB-1 State of Good Repair Grant Application

PRESENTED BY: Melissa C. Mudgett, Grants and Financial Manager

STAFF RECOMMENDATION: **Adopt Resolution Authorizing the Executive Director to Submit an SGR Grant Application for \$502,700 to Partially Fund the Replacement of Paratransit ADA Runabout Vehicles and Heavy-Duty Diesel Buses**

BACKGROUND/DISCUSSION:

California Senate Bill 1 (SB-1) is a 2017 transportation measure that provides over \$50 billion through 2027 to maintain and improve California's transportation system. SB-1's State of Good Repair (SGR) program will provide approximately \$105 million annually to transit operators in California for eligible transit maintenance, rehabilitation and capital projects. The SGR is funded from Transportation Improvement Fees on vehicle registrations, as permitted under Public Utilities Code (PUC) Section 99312.1 and according to population and transit operator revenues. The SGR Program benefits the public by providing public transportation agencies with a consistent and dependable revenue source to invest in the upgrade, repair and improvement of their agency's transportation infrastructure, and in turn to improve transportation services.

As a recipient agency and pursuant to Public Utilities Code 99312.1(d)(1), the RTA reports annually on all activities completed with SGR funds to Caltrans and includes the SGR revenues and expenditures in its annual Transportation Development Act fiscal and compliance audit submittal.

The exact amount of regional discretionary and operator SGR are unknown at this time as the State Controller's Office has yet to release the FY2026-27 allocation list. However, based upon previous year allocations, the San Luis Obispo Council of Governments (SLOCOG) anticipates **\$521,890** in SGR regional discretionary funding will be available for programming in FY2026-27.

The RTA Board will need to authorize specific projects and amounts, which will allow staff to apply for these SGR grant funds. The RTA intends to apply **\$502,700** of available SGR funds to serve as the required local match towards the replacement of two (2) 2020 ADA Paratransit Runabout program minivans and three (3) 2015 heavy-duty 40-ft diesel buses that have surpassed their economically useful lives. The SGR regional discretionary funds are a critical funding source necessary to support these planned vehicle replacements.

Priority #	Project Description	Federal 5307	SGR Request (Local Match)	Total
1	Two (2) 2020 ADA Paratransit Minivans	\$148,200	\$37,000	\$185,200
2	Three (3) 2015 heavy-duty 40-ft diesel buses	\$1,863,100	\$465,700	\$2,328,800
Total			\$502,700	

Applications for SGR funding are due to SLOCOG by February 6, 2026. SLOCOG will provide draft recommendations for SGR fund awards in March, with SLOCOG Board adoption scheduled for April 1, 2026.

STAFF RECOMMENDATION:

Adopt Resolution authorizing the Executive Director to submit an SGR grant application for \$502,700 to partially fund two paratransit ADA Runabout vehicles and three 40-ft heavy-duty diesel buses.

Attachment A

San Luis Obispo Regional Transit Authority Resolution No. 26-_____

AUTHORIZATION FOR THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (RTA) PROJECT LIST FOR THE CALIFORNIA STATE OF GOOD REPAIR (SGR) FY2026-27 PROGRAM

WHEREAS, The San Luis Obispo Regional Transit Authority, hereinafter referred to as the RTA, is an eligible recipient of SGR funds in the San Luis Obispo region; and

WHEREAS, it is anticipated that **\$521,890** in SGR regional discretionary funding will be available for programs in FY2026-27 and

WHEREAS, the RTA is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair (SGR) Account now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors; and

WHEREAS, the Department requires eligible SGR recipient agencies to submit an annual list of proposed SGR projects; and

WHEREAS, the RTA continues to be a leading agency in sustainability efforts and has set significant goals to reduce greenhouse gas (GHG); and

WHEREAS, the RTA is requesting up to **\$502,700** from the SGR FY2026-27 regional discretionary program funds to partially fund the required local match for two (2) paratransit ADA Runabout vehicles and three (3) 40-ft heavy-duty diesel buses.

NOW, THEREFORE, BE IT RESOLVED that the RTA acting as the recipient, does hereby authorize the FY 2026-27 SGR Project List to include this local vehicle match project.

On a motion by Delegate_____, seconded by Delegate _____, and on the following roll call vote, to wit: the foregoing resolution is hereby adopted this 7th day of January 2026.

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby adopted this 7th day of January 2026.

President of the RTA Board of Directors

ATTEST:

Geoff Straw, Executive Director
San Luis Obispo Regional Transit Authority

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Jenna Morton, RTA Legal Counsel
County of San Luis Obispo

Date: _____

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

JANUARY 7, 2026

STAFF REPORT

AGENDA ITEM: A-8

TOPIC: FTA Annual Certifications and Assurances

PRESENTED BY: Melissa Mudgett, Grants and Finance Manager

STAFF RECOMMENDATION: Authorize the Executive Director and RTA Counsel to Execute and Submit the Federal Fiscal Year 2026 Certifications and Assurances

BACKGROUND/DISCUSSION:

Each year, the RTA and the California Department of Transportation (Caltrans) must recertify to the Federal Transit Administration (FTA) that all applicable Federal requirements are adhered to when administering Federal grants. Caltrans serves as the recipient of all formula grants, which are apportioned to grantees like the RTA. To ensure continued compliance and eligibility as a sub-recipient and grantee, the RTA is required to execute and submit the attached Federal Fiscal Year 2026 Certifications and Assurances documentation to both Caltrans and FTA. The RTA fulfills this requirement annually and ensures that these Federal requirements are followed.

Attached to this staff report are the draft letters authorizing the delegation of certain duties to RTA staff members, justification for this delegation, legal opinion of counsel, and the annual certifications and assurances document.

STAFF RECOMMENDATION

Authorize the Executive Director and RTA Counsel to execute and submit the Federal Fiscal Year 2026 Certifications and Assurances.

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253 Elks Lane
San Luis Obispo, CA 93401
(805) 541-2228 Fax (805) 781-1291
www.slorta.org

January 7, 2026

U.S. Department of Transportation
Federal Transit Administration, TRO-9
Attention: Mr. Ray Tellis, Regional Administrator
90 Seventh Street, Suite 15-300
San Francisco, CA 94103-6701

Re: FFY 2026 LEGAL COUNSEL AUTHORIZATION TO PIN IN TRAMS

Dear Mr. Tellis:

I, Jenna Morton, serving as the Legal Counsel for the San Luis Obispo Regional Transit Authority (RTA), authorize Melissa Mudgett (Grants and Finance Manager) and Tania Arnold (Deputy Director/Chief Financial Officer) to PIN Certification and Assurances on my behalf for the RTA as it relates to the administering Federal Transit Administration (FTA) Sections 5307, 5339, 5311 and CMAQ in the TrAMS system.

I have reviewed the FFY2026 Certifications and Assurances submitted by the grantee and apprised the grantee of the FTA's regulatory requirements as described in the Certifications and Assurances.

Please do not hesitate to contact me if you have any further questions.

Sincerely,

Jenna Morton
RTA Legal Counsel



253 Elks Lane
San Luis Obispo, CA 93401
(805) 541-2228 Fax (805) 781-1291
www.slorta.org

January 7, 2026

Federal Transit Administration (FTA)
Mr. Ray Tellis, Regional Administrator
90 Seventh Street, Suite 15-300
San Francisco, CA 94103-6701

Re: RTA EXECUTIVE AUTHORIZATION TO PIN IN TRAMS FFY25

Dear Mr. Tellis:

I, Geoff Straw, serving as the Executive Director for San Luis Obispo Regional Transit Authority (RTA), authorize Melissa Mudgett (Grants & Finance Manager) and Tania Arnold (Deputy Director/Chief Financial Officer) to pin the Federal Fiscal Year 2026 Certification and Assurances on my behalf for the RTA as it relates to the administering Federal Transit Administration (FTA) Sections 5307, 5339, 5311 and CMAQ in the TrAMS system.

I have reviewed the FFY 2026 Certifications and Assurances submitted by the grantee and apprised the grantee of FTA's regulatory requirements as described in the Certifications and Assurances.

Please do not hesitate to contact me if you have any further questions.

Sincerely,

Geoff Straw
RTA Executive Director



253 Elks Lane
San Luis Obispo, CA 93401-5410
(805) 541-2228 Fax (805) 781-1291
www.slorta.org

January 7, 2026

U.S. Department of Transportation
Federal Transit Administration, TRO-9
Attention: Mr. Ray Tellis, Regional Administrator
90 Seventh Street, Suite 15-300
San Francisco, CA 94103-6701

FFY 2026 JUSTIFICATION FOR THE DELEGATION OF AUTHORIZATION TO PIN IN TRAMS

Dear Mr. Tellis:

On January 7, 2026 the Board representing the San Luis Obispo Regional Transit Authority (RTA) authorized the Legal Counsel and the RTA Official to delegate the authority to PIN in TrAMS to the Deputy Director/Chief Financial Officer and the Grants and Finance Manager for the RTA.

The RTA is a small joint-powers authority that provides transit services throughout the county. As a small agency, the RTA contracts with the county of San Luis Obispo for outside legal attorney services. A financial burden of additional legal fees would be incurred by having the attorney set up to PIN in TrAMS. Additionally, the Deputy Director/Chief Financial Officer serves as the RTA Official in his absence and is the primary executive staff responsible for financial matters relating to the RTA.

The RTA respectfully requests the Federal Transportation Administration consider this information and accept this statement and the Board Authorization as valid justification for the delegation of authority to PIN in TrAMS.

Regards,

Geoff Straw,
Executive Director

FORM OF
OPINION OF COUNSEL

January 7, 2026

Geoff Straw, Executive Director
San Luis Obispo Regional Transit Authority
253 Elks Lane
San Luis Obispo, CA 93401

RE: Opinion of Counsel - Federal Transit Administration grant applications

Dear Mr. Straw:

As you know, the undersigned below is an attorney at law admitted to practice in the state of California and is legal counsel to San Luis Obispo Regional Transit Authority (the "Applicant"). This communication will serve as the requisite opinion of counsel to be filed with the Federal Transit Administration (FTA), United States Department of Transportation, in connection with the application of the Applicant for Federal transportation assistance authorized by Chapter 53 of title 49, United States Code and other Federal statutes authorizing activities administered by the Federal Transit Administration.

1. The Applicant is authorized by the San Luis Obispo Regional Transit Authority Joint Powers Agreement to own, operate and administer a county-wide public transportation system within the boundaries of the seven incorporated cities and unincorporated County of San Luis Obispo with the concurrence of the metropolitan planning organization (San Luis Obispo Council of Governments).
2. The authority of the Applicant to provide funds for the non-Federal share of Federal assistance for eligible transportation-related activities is set forth in Article IV, Section 1 of the San Luis Obispo Regional Transit Authority Joint Powers Agreement dated April 16, 2013.
3. I have reviewed the pertinent Federal, State, and local laws, and I have concluded that there is no legal impediment to your filing an application for Federal financial assistance for eligible transportation activities. Furthermore, as a result of my examination, I find that there is currently no pending or threatened litigation or other action which might in any way adversely affect the capability of the Applicant to carry out transportation-related activities.
4. The Applicant has received authority from the Designated Recipient (California State Department of Transportation) to apply for and receive Urbanized Area Formula Program assistance authorized by 49 U.S.C. 5307, 5339, 5311, CMAQ and any FTA discretionary funding.

5. The Applicant is hereby advised to seek and file with FTA a new Opinion of Counsel if there is a material change in circumstances affecting the matters contained herein and upon which this Opinion of Counsel is based.

Very truly yours,

Jenna Morton

By: Jenna Morton
RTA Legal Counsel

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

JANUARY 7, 2026

STAFF REPORT

AGENDA ITEM: A-9

TOPIC: Bus Maintenance Facility CEQA Mitigations 4th
Annual Monitoring Report

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Receive and File

BACKGROUND/DISCUSSION:

The RTA Board of Directors adopted a Mitigated Negative Declaration (MND) report for the *RTA Bus Maintenance Facility* project on September 6, 2017. The Board also adopted a Mitigation Monitoring/Reporting Program at the same meeting. The City of San Luis Obispo subsequently required the RTA to re-examine the MND due to slight changes to the project that were identified during the design development phase, as well as the need to address the City's Water Resources Status Report that was updated after the RTA certified its MND in 2017. The amended report was submitted to the City in June 2019; no changes to the mitigations monitoring process were included. By issuing building permits, the City accepted the amendments to the RTA's MND.

The MND identified four *Pre-Construction* mitigation measures, ten *During Construction* mitigation measures, and one *Post-Construction/Operations* mitigation measure. As reported to the Board in January 2023, all four *Pre-Construction* and all ten *During Construction* mitigations measures were appropriately implemented, and no further annual reporting is necessary.

Staff also identified at the January 2023 RTA Board meeting that the sole *Post-Construction/Operations* mitigation (see below) was in the process of being fully implemented, and the "No Diesel Idling" signs were posted in February 2023 near the parts delivery door so that delivery drivers are sufficiently notified.

Post-Construction / Operations

AQ-3 Measures to Reduce Operational Idling Emissions

To help reduce the emissions impact from diesel buses and equipment at the proposed facility, RTA will implement the following idling control techniques:

1. *California Diesel Idling Regulations*
 - a. *On-road diesel vehicles shall comply with Section 2485 of Title 13 of the California Code of Regulations. This regulation limits idling from diesel-fueled commercial motor vehicles with gross vehicular weight ratings of more than 10,000 pounds and licensed for*

operation on highways. It applies to California and non-California based vehicles. In general, the regulation specifies that drivers of said vehicles:

- 1. Shall not idle the vehicle's primary diesel engine for greater than 5-minutes at any location, except as noted in Subsection (d) of the regulation; and*
 - 2. Shall not operate a diesel-fueled auxiliary power system (APS) to power a heater, air conditioner, or any ancillary equipment on that vehicle during sleeping or resting in a sleeper berth for greater than 5.0 minutes at any location when within 1,000 feet of a restricted area, except as noted in Subsection (d) of the regulation.*
- b. Signs must be posted in the designated queuing areas and job sites to remind drivers and operators of the state's 5-minute idling limit.*
 - c. The specific requirements and exceptions in the regulations can be reviewed at the following web sites: <https://ww2.arb.ca.gov/our-work/programs/atcm-to-limit-vehicle-idling> and <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/sbidling/fro.pdf>.*
- 2. Diesel Idling Restrictions Near Sensitive Receptors. In addition to the state required diesel idling requirements, the RTA shall comply with these more restrictive requirements to minimize impacts to nearby sensitive receptors:*
 - a. Diesel idling within 1,000 feet of sensitive receptors shall not be permitted;*
 - b. Use of alternative fueled or electric equipment is recommended as feasible; and Signs that specify the no idling areas must be posted and enforced at the site.*

The RTA continues to fully adhere to the mitigations identified in the *Post-Construction/Operations* section.

As required by our *Policy and Procedures for Environmental Evaluation of RTA Projects* adopted in May 2016, staff will report our compliance with mitigations monitoring annually to the RTA Board for a period of five years. This report represents the fourth required annual report.

STAFF RECOMMENDATION

Receive and file this fourth annual Mitigations Monitoring Report as an information item.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

JANUARY 7, 2026

STAFF REPORT

AGENDA ITEM: A-10

TOPIC: Auction Services for Disposal of Surplus Property

PRESENTED BY: Andy Wyly, Maintenance/Facilities Manager

STAFF RECOMMENDATION: Authorize the Executive Director to Execute the Contract for Auction Services to JJ Kane Associates, Inc. at a Price Not-to-Exceed \$50,000.00

BACKGROUND/DISCUSSION:

At its November 5, 2025 meeting, the RTA Board of Directors authorized the RTA Executive Director to solicit proposals from qualified firms to provide third-party auction services for the disposal of surplus property. Following the Board's approval, staff solicited proposals from qualified firms to provide off-site "as-needed" auction services (RFP #2025-06) for the sale of property declared as surplus by Board of Directors through an online RFP/Bidding process (PlanetBids) linked on the RTA's website at <http://www.slorta.org/about-rta/request-for-proposals/>.

The project scope of work included furnishing live auction services for the sale of surplus goods and equipment, including 40' transit buses, cutaway buses, transit vans, pick-up trucks, vehicles, parts, materials, equipment, unclaimed property and related miscellaneous items. Auction services include full-service pickup, transportation, storage, and public auction services (including marketing and advertising, transportation, storage, and preparation of items), and sale/after-sale administration of the following surplus property. Net proceeds from each auction are paid to the RTA within fifteen business days following the auction.

On December 5, 2025, the RTA received two proposals and both were deemed responsive. The RTA's evaluation team determined responsiveness of the proposals to the RTA's expressed needs and then assigned a point score according to the following grading schedule. The individual team member points were then averaged to determine a total quality points score for each proposer, based on the following criteria:

1. Responsiveness to RFP (10 pts). Overall quality and completeness of the proposal.
2. Workplan Approach (30 pts). Bidder's experience in performing the work as described in the scope of work. Technical understanding of requirements, and

compliance with applicable laws, regulations, policies and guidelines governing contracts performed by the Bidder.

3. References (30 pts). At least three references, to include recent experience, similar contract size, duration of the relationship.
4. Commission Schedule/Fees (30 pts). Reasonableness and competitiveness with other offers received. The RTA shall use the cost as a criterion in selecting the most qualified proposal and the RTA is, therefore, not required to accept the lowest bid if the other criteria are not met.

All bid results and follow-up submittal documents are posted on the RTA website.

RANK	BIDDER	DETERMINATION	SCORE (100 pts)
1	JJ Kane Associates, Inc.	Responsive & Responsible	92
2	Liquidation Solutions, LLC (dba 777 Auctions)	Responsive & Responsible	83

JJ Kane Associates, Inc. provided a proposal that was within the available budget and evidence that it can perform the duties as prescribed in the scope of work, and comply with all federal, state, county, and city laws, codes, ordinances, rules and regulations in accomplishing auction services for the RTA. On December 15, 2025, staff informed both bidders of the evaluation results and that JJ Kane Associates, Inc. was deemed lowest responsive and responsible bidder.

It is staff's recommendation that the RTA award a revenue contract for a period of four base years with the option to extend the contract annually for three additional single-year periods, for a total possible contract term of seven years. Staff asks that the Board authorize the Executive Director to award the revenue contract, in an amount not-to-exceed \$50,000, to JJ Kane Associates, Inc. as the highest-scoring bidder. The draft Agreement was published as part of the RFP process. The final Agreement will be updated with the pricing identified herein, include a copy of the successful bidder's proposal, and will be reviewed by RTA Counsel prior to execution by the Executive Director.

Staff Recommendation

Authorize the Executive Director to execute the contract for Auction Services to JJ Kane Associates, Inc. at a Price Not-to-Exceed \$50,000.00

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

JANUARY 7, 2026

STAFF REPORT

AGENDA ITEM: A-11

TOPIC: Demand Response Scheduling and Dispatching Software

PRESENTED BY: Omar McPherson, Operations Manager

STAFF RECOMMENDATION: Authorize the Executive Director to Execute the Contract for Demand Response Scheduling and Dispatching Software to Ecolane USA, Inc. in an Amount Not to Exceed \$228,728.44.

BACKGROUND/DISCUSSION:

At its March 5, 2025 board meeting, the RTA Board of Directors authorized the RTA Executive Director to solicit proposals from qualified firms to provide computer-aided dispatch / automatic vehicle location software and hardware to replace our current scheduling system used for the demand response services we operate (Runabout and the various dial-a-rides in the county). The current software (RouteMatch) was originally awarded in 2009. On October 30, 2025, staff solicited proposals from qualified firms to provide demand-response scheduling and dispatching software (RFP #2025-07) through an online RFP/Bidding process (PlanetBids) linked on the RTA's website at <http://www.slorta.org/about-rta/request-for-proposals/>.

The project scope of work includes a software and scheduling system that automates the daily operations and management functions, advanced scheduling and routing capabilities to reduce operating expenses through automated efficiencies, improves customer service, and automates the billing and reporting process.

On December 8, 2025, the RTA received four responsive proposals. The RTA's evaluation team determined responsiveness of the proposals to the RTA's expressed needs and then assigned a point score according to the following grading schedule. The individual team member points were then averaged to determine a total quality points score for each proposer, based on the following criteria:

1. Responsiveness to RFP (5 pts). Overall quality and completeness of the proposal.
2. Technical Platform (30 points). Bidder's understanding of requirements, technical ability and licensing.
3. Management Plan (10 pts.) Bidder's approach and ability to perform the work.

4. Past Performance (20 pts). Bidder's experience in performing the work as described in the scope of work.
5. References (5 pts). At least three (3) references, to include recent experience, contract sizes, duration of the relationship.
6. Price Proposal (30 pts). Reasonableness and competitiveness with other offers received. The RTA shall use the cost as a criterion in selecting the most qualified proposal and the RTA is, therefore, not required to accept the lowest bid if the other criteria are not met.

Ecolane USA scored the highest, as shown in the table below. The company provided a bid within the available budget, provided evidence that it can observe and comply with all federal, state, county, and city laws, codes, ordinances, rules and regulations in accomplishing the work. On December 17, 2025, staff informed the bidders that Ecolane USA's bid was deemed responsive and was deemed staff's recommended awardee, and that the protest period ends on December 24, 2025.

RANK	BIDDER NAME	DETERMINATION	Amount	SCORE (100 pts)
1	Ecolane USA, Inc	Responsive	\$228,728.44	85
2	Via Transportation	Responsive	\$218,077.50	80
3	Trapeze / TripSpark	Responsive	\$297,767.28	64
4	HBSS Connect	Responsive	\$314,185.37	56

All bid results and follow-up submittal documents are posted on the RTA's PlanetBids web portal.

Presuming no protest is lodged before the December 24th deadline, staff is asking that the Board authorize the Executive Director to execute the contract to Ecolane USA, Inc., as the highest-scoring responsive and responsible bidder, in an amount not to exceed \$228,728.44 (including options). The draft form of the Agreement was published as part of the RFP process. The final Agreement will be updated with the pricing identified herein, will include a copy of the successful bidder's proposal, and will be reviewed by RTA Counsel prior to execution by the Executive Director.

Staff Recommendation

Authorize the Executive Director to execute the contract for Demand Response Scheduling and Dispatching Software to Ecolane USA, Inc. in an amount not to exceed \$228,728.44.

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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

JANUARY 7, 2026

STAFF REPORT

AGENDA ITEM: B-1

TOPIC: Executive Director's Report

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Receive and File

BACKGROUND/DISCUSSION:

Employee Recognition:

If we can cover his shift, we will recognize Bus Operator Sean Shealy at the beginning of the Board meeting for 10 Years of service.

Operations:

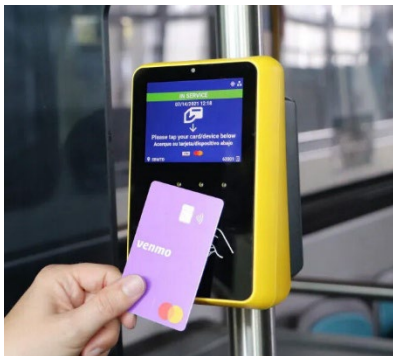
Since the previous regular Board meeting in November, one Bus Operator candidate that was in training (Christopher) has begun operating in revenue service. Four Bus Operator candidates are currently completing training (David, Jason, Kelly and Shuo). Four Bus Operators are on extended leave. Five candidates are in the permitting / background check phase, and they should begin training before the end of January. In total, we have nine open Bus Operator bids – eight full-time, and one part-time for the existing bid; we have planned a bid “shake-up” on January 10th that reduces the number of Bus Operator positions by two. I will report the results of the shake-up and open bids at the Board's March meeting. The runs in those open bids continue to be covered by Bus Operators who chose Extra-Board shifts, as well as by Casual employees, other employees who choose to work overtime, or Operations Supervisors. While we must occasionally abandon a run due to extreme traffic delays or a vehicle malfunction, it is extremely rare that we miss runs due to lack of an available employee.



I also want to congratulate James Shafer for his promotion to Training Instructor. James is a long-time RTA Operations Supervisor, and is now filling the vacancy that arose when Luke Houston was promoted to Training and Safety Manager in October. Along with fellow Training Instructor Carol Woodard, we are looking forward to great progress from the team in training and licensing a greater number of Bus Operators in the months ahead. This promotion has resulted in a new opening in the Operations Supervisor ranks, for which we are currently in the recruitment phase.

Update on Cal-ITP Contactless Fare System Implementation

As noted in previous Board meetings, the California Integrated Travel Project (Cal-ITP) is a contactless fare-capping system that makes buying a fixed-route ride fast and simple, while moving away from the costly GenFare validating farebox system that our region currently uses. Under the Cal-ITP system, a rider can pay using their contactless bank card or smart device, which reduces dwell time and improves on-time performance. Riders also do not need to learn the fare policies prior to boarding, as the Cal-ITP system will automatically calculate the fare and cap payments per adopted fare policies. Transit fare capping sets a maximum amount a rider pays for fares over a specific period, such as a day, week, or longer. Once this cap is reached, the rider does not pay for additional trips taken during that period. The rider is also charged as you go, eliminating the need to pay for the full cost of a 31-Day Pass in advance.



The region (RTA and SLO Transit) are using the following vendors for this SLOCOG-funded project:

- On-Bus Payment Acceptance Device – agreement with Kuba, Inc.
- Transit Processor Services – agreement with Littlepay, Inc.
- Payment Acceptance Services – agreement with Elavon, Inc.

Unfortunately, the vendors have experienced staffing and other resource challenges that have pushed back the installation of the on-bus readers shown above by about four weeks – until the second week of January. We are still holding out hope that the new system can be “soft-launched” on February 1st, but that window is quickly closing and any setbacks during the “production testing” will require a delay beyond February 1st. As soon as we have more information, we will share the launch date with the public.

Update on Discount Eligibility Verification Program

Related to the Cal-ITP system presented above, staff has purchased the mobile equipment to produce photo identification cards in the field. However, we are experiencing difficulty with printing the two-sided cards and we are working with the vendor to develop a solution. We have worked with Cal-ITP staff to develop and are currently testing the “benefits” web portal that persons eligible for a discounted fare can register their contactless fare card. We are confident that once the

Marketing & Communications:

Since we last reported at the November RTA Board meeting, our primary focus was on developing and distributing marketing materials for the holiday service levels, followed by on-going Bus Operator recruitment efforts.

Other marketing campaigns included:

- Preparing marketing materials for the “BIG 3” changes coming early 2026: 1) contactless fare-capping, 2) new cash fares for RTA regional routes, and 3) discount fare eligibility verification. This set of changes affects just about everything: Schedules, bus stops, on-board materials, our website, etc.
- South County replacement bus stop signs: working with our bus stop improvements vendor to install and replace faded signs
- Notifying the public about two new replacement bus shelters: two in Nipomo (Tefft @ Carillo) and one in Los Osos (10th @ LOVR). Both of these shelters were aged out and frequent targets of graffiti/vandalism. The new shelters are much less prone to intentional damage due to improved surface treatments.



In September, I reported that we are working with Cuesta College to improve the bus rider experience at their main campus in SLO. The campus originally planned to complete the site improvements in October, but various supply chain and other issues have pushed the grand opening out to January. Once a firm date is established, we will launch a marketing blitz to promote the passenger amenities at the new site and to inform riders of the new location – at the front the campus and no longer at the rear.

Maintenance & Facilities:

RTA Maintenance Manager Andy Wyly is serving as the project manager on the Phase 2 Electric Vehicle Servicing Equipment design/build project. The design was completed by Above Grade Engineering, and the City of SLO issued the permit on December 2nd. The prime contractor and its subcontractor (Electricraft and JG Contracting, respectively) mobilized on-site on December 11th. The schedule calls for 17-25 workdays of construction, depending upon weather; fortunately, the crew was able to pour the concrete pads within the utility yard on December 22nd before the storms arrived. The project includes seven direct-current fast-chargers suspended from the canopy, as well as twelve Level 2 dispensers surrounding the utility yard and eight more along the northern van parking area. Below are pictures depicting the trenching and

existing conduit banks within the utility yard, placement of the new conduits for the two new DC power blocks, and a December 23rd picture from the roof of our Bus Maintenance Facility.





With our acceptance of five more battery-electric buses (BEBs) from GILLIG in late-November, our zero-emission bus fleet now totals seven. These five new BEBs have experienced implementation “teething” challenges not unlike those of new diesel-powered buses, but in recent weeks they are becoming the sturdy workhorses we expect. For the most part, our fleet of BEBs have been as reliable as our diesel-powered fleet. However, when a BEB is red-tagged we are experiencing long delays in our vendors’ scheduling and completing lasting corrections. To wit, BEB 2302 has been red-tagged since October 8th due to a battery charging fault code that the vendor was unable to solve, despite many attempted reprogramming efforts. The latest news is that a new battery equalizer is scheduled for delivery on January 11th. On a related note, new buses were placed into revenue service at roughly the same time in summer 2024, yet as of December 1st diesel bus 2401 accumulated 86,845 miles, while BEB 2301 has accumulated only 72,662 miles and BEB 2302 only 50,351 miles. Our maintenance staff has established a new red-tag tracking protocol so that we can monitor and report reliability measures over time as we transition to a zero-emission fleet required under California Air Resources Board rules.

Finance and Administration:

The current collective bargaining agreement with Teamsters Local 986 expires December 31, 2025, but we have reached tentative agreement. Their members have scheduled a ratification vote on Sunday January 4th. The CBA covers Bus Operators, the Parts Clerk, Mechanics and Utility employees. If ratified by the Union, the Board will consider the CBA under Agenda Item C-1.

A summary of our unaudited year-to-date operating results through November 30th is provided below. Graphs showing ridership trends are provided at the end of this report.

- Year-to-date RTA core fixed-route annual ridership totaled 199,119 in FY25-26, which is a decline of 4.2% compared to last year (207,795). Overall, Route 9

SLO-Paso is down 7.1%, Route 10 SLO-Santa Maria is essentially unchanged (down 0.2%), and the North Coast routes (Route 12 SLO-Morro Bay-Los and Route 15 Morro Bay – San Simeon) are down 4.1% compared to the same period last year. Saturday ridership is actually higher, while weekday ridership fell – particularly on Route 9 (8.3%), Route 12 (5%), and Route 15 (16.6%). Remember that the service into Santa Maria was actually cut on August 10th as a result of the City of Santa Maria eliminating the pass-through of FTA funds.

- According to passenger boarding information shared with us, the new pilot weekday Santa Maria Regional Transit Route 210 between the Crossroads Center in Santa Maria and downtown SLO is averaging fewer than one boarding per roundtrip, equating to productivity¹ of roughly 0.5. SMRT currently operates four roundtrips in the morning and the afternoon. In comparison, the overall weekday productivity of RTA Route 10 between September 1st and November 30th is 17.3 boardings per hour², while our Express trips achieved a productivity of 12.7.
- When looking at non-core local fixed-route services operated by the RTA, the Paso Express ridership in the first five months of FY25-26 was actually up 35.3% in comparison to pre-pandemic levels (62,519 vs. 46,194), while also up 8.6% in comparison to FY23-24 (57,586). A large part of the increase is due to boardings by K-12 students, whose yellow school bus travel options have dwindled in recent years.
- South County ridership is 5.4% below pre-pandemic levels (73,060 vs. 77,203), and is down 4.1% compared to FY24-25 (76,174).
- Runabout ridership totaled 10,303 through the first five months of FY25-26, which is a 17.5% decline compared to FY24-25 (12,481). The pre-pandemic total was 17,136, which was 38% higher than in FY25-26.
- Trends over the past five years for ridership and productivity, which is defined as the average number of passenger-boardings per service hour, are shown in graphs at the end of this report. The graphs illustrate growing ridership year over year for all RTA core fixed-route and Runabout services. We will keep a close eye on Runabout ridership, which does not follow the same relatively predictive seasonal patterns experienced on the fixed-routes.

¹ SMRT Route 210 boarded 177 passengers in October, divided by 23 weekday and 16 revenue hours per day equates to 0.5 boardings per hour.

² RTA Route 10 weekday boardings of 38,668 are divided by 2,237.69 hours for September through November. For the Route 10 Express service (which is subset of the information above), 1,913 boardings are divided by 150.77 hours.

The tables at the end of this report depict unaudited financial and operating results for the first five months of the fiscal year. Note that the farebox recovery information presented below does not include funds allowable under AB149, so the draft information below is drastically underreported. The AB149 fare information will be included in the annual audit report that will be presented at a later meeting. Some important takeaways include:

- In terms of overall non-capital expenses, we expended 37.3% of the annual Administration budget and 34.1% of the annual Operations budget through 41.6% of the fiscal year. Overall, non-capital expenses are at 34.4%.
- Not surprisingly, the farebox recovery ratio (FRR) for core RTA fixed-route services continues to suffer due to lower ridership compared to pre-pandemic periods at only 8.8%. The FRR was 13.9% for Paso Robles local fixed-route services, and 4.1% for South County fixed-route services. Runabout's FRR remains low at 3.2%. The results will remain below our standards until such time that recent high inflation abates and/or ridership fully recovers.
- The subsidy per passenger-trip on RTA core fixed-route services was \$13.19, while the Runabout result was \$142.32. The subsidy per passenger-trip was \$6.61 for Paso Robles services and \$13.12 for South County services.

With Humility:

Lastly, I wish to express my gratitude to our staff and the Board for freeing me up to attend the annual California Transit Association meeting in lieu of the November 5th RTA Board meeting. As you know, I was honored with the Small Operators' Distinguished

Service Award, which is a crowning achievement of my 40-year career in public transit. The CTA invited my wife Nancy to accompany me as a guest, but she was much more impressed with the Keynote Speaker...



STAFF RECOMMENDATION

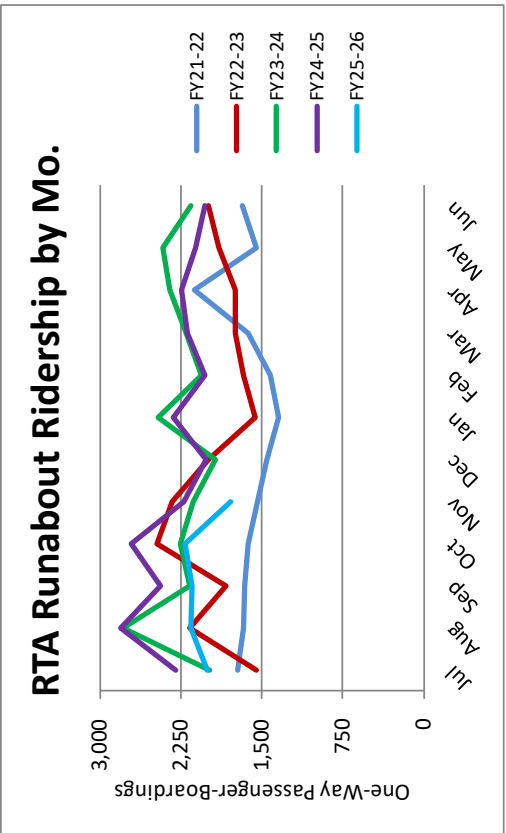
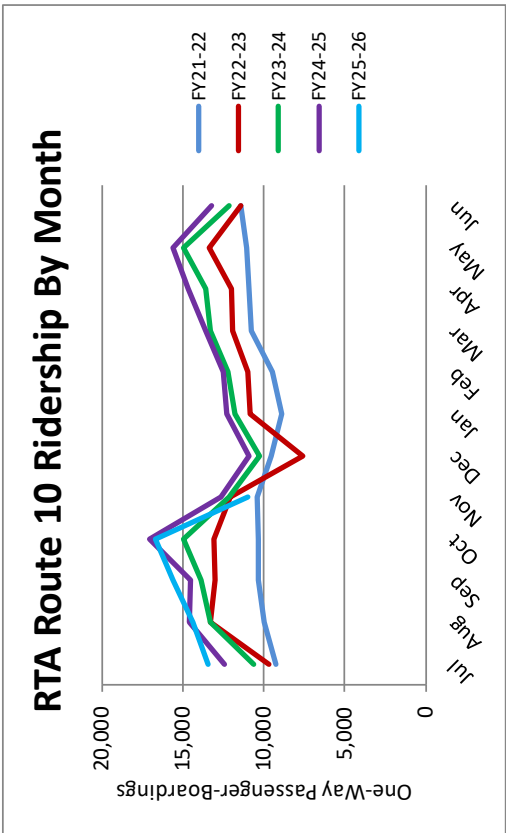
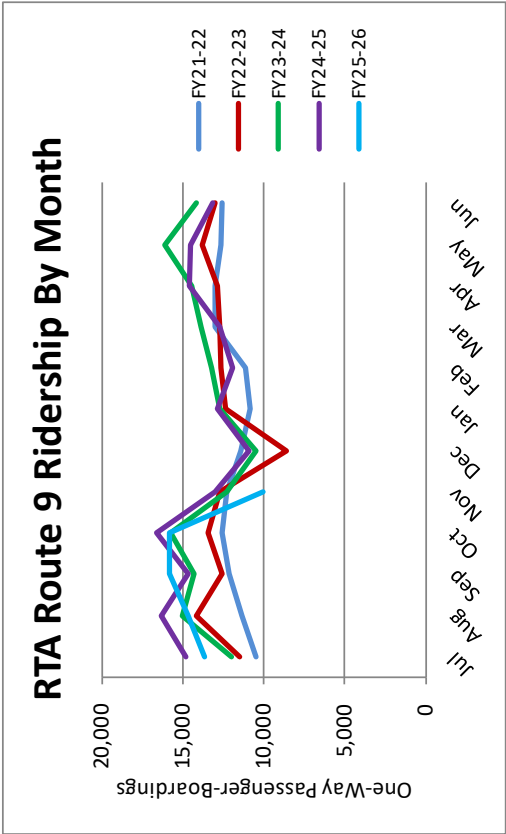
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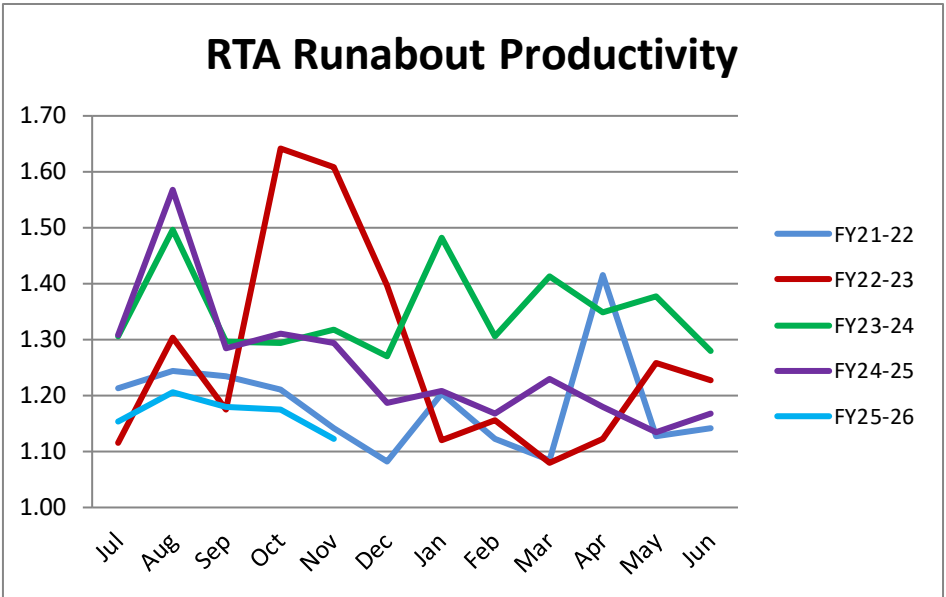
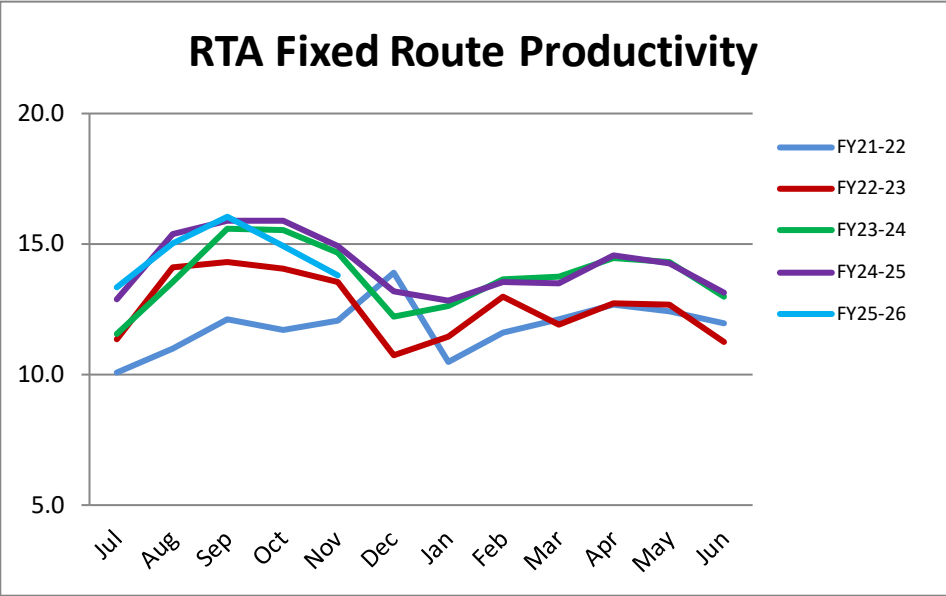
**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
YEAR TO DATE THRU NOVEMBER 30, 2025
CURRENT FISCAL YEAR - 2025/2026**

	RT 9 P.R., TEMP., ATAS., S.M., CAL POLY, S.L.O.	RT 10 S.M., NIPOMO, A.G., S.L.O.	RT 12 MORRO BAY, CUESTA, SAN LUIS	RT 14 CUESTA, SAN LUIS TRIPPER	RT 15 SAN SIM., CAMBRIA, CAYUCOS, M.B.	TOTAL RTA CORE SERVICES	RUNABOUT	SERVICES PROVIDED FOR THE CITY OF PASO ROBLES	SERVICES PROVIDED FOR SOUTH COUNTY	SERVICES PROVIDED FOR THE COUNTY OF SLO	SERVICES PROVIDED FOR THE CITY OF MORRO BAY	SERVICES PROVIDED FOR THE CITY OF ATASCADERO	SYSTEM TOTAL
REVENUES:													
FARES	\$ 94,123	\$ 107,516	\$ 47,290	\$ 13	\$ 5,967	\$ 254,909	\$ 47,806	\$ 67,585	\$ 40,610	\$ 10,912	\$ 6,904	\$ 4,873	\$ 433,599
TOTAL ROUTE REVENUES	\$ 94,123	\$ 107,516	\$ 47,290	\$ 13	\$ 5,967	\$ 254,909	\$ 47,806	\$ 67,585	\$ 40,610	\$ 10,912	\$ 6,904	\$ 4,873	\$ 433,599
EXPENDITURES:													
ADMINISTRATION	\$ 166,886	\$ 143,389	\$ 99,467	\$ 756	\$ 49,878	\$ 460,377	\$ 297,754	\$ 84,411	\$ 175,283	\$ 43,736	\$ 39,552	\$ 27,363	\$ 1,128,476
MARKETING	-	-	-	-	-	-	-	-	-	-	-	-	-
OPERATIONS/CONTINGENCY	658,143	596,223	393,281	3,238	209,151	1,860,037	1,022,683	340,846	691,923	180,551	156,571	113,218	4,365,829
FUEL	102,345	103,399	61,965	587	36,198	304,493	104,833	32,964	71,438	12,459	13,431	8,781	548,399
INSURANCE	86,376	87,316	52,296	494	30,627	257,109	88,860	28,046	60,701	10,425	11,286	7,402	463,828
TOTAL EXPENDITURES	\$ 1,013,750	\$ 930,327	\$ 607,010	\$ 5,075	\$ 325,854	\$ 2,882,016	\$ 1,514,130	\$ 486,267	\$ 999,345	\$ 247,171	\$ 220,840	\$ 156,764	\$ 6,506,532
FAREBOX RATIO	9.3%	11.6%	7.8%	0.3%	1.8%	8.8%	3.2%	13.9%	4.1%	4.4%	3.1%	3.1%	6.7%
SERVICE MILES	126,839.6	128,177.5	76,795.9	727.2	44,857.5	377,397.8	129,889.0	40,849.6	88,535.0	15,436.0	16,631.6	10,875.0	679,614.0
SERVICE HOURS	4,927.5	4,230.1	2,927.6	22.5	1,477.0	13,584.7	8,813.8	3,096.7	6,174.3	1,766.0	1,459.0	1,082.9	35,977.4
RIDERSHIP (Automatic Counters)	70,118	71,106	52,897	294	4,704	199,119	10,303	63,372	73,059	6,497	7,116	2,123	361,589
RIDERS PER MILE	0.55	0.55	0.69	0.40	0.10	0.53	0.08	1.55	0.83	0.42	0.43	0.20	0.53
RIDERS PER HOUR	14.2	16.8	18.1	13.1	3.2	14.7	1.2	20.5	11.8	3.7	4.9	2.0	10.1
COST PER PASSENGER	\$ 14.46	\$ 13.08	\$ 11.48	\$ 17.26	\$ 69.27	\$ 14.47	\$ 146.96	\$ 7.67	\$ 13.68	\$ 38.04	\$ 31.03	\$ 73.84	\$ 17.99
SUBSIDY PER PASSENGER	\$ 13.12	\$ 11.57	\$ 10.58	\$ 17.22	\$ 68.00	\$ 13.19	\$ 142.32	\$ 6.61	\$ 13.12	\$ 36.36	\$ 30.06	\$ 71.55	\$ 16.80

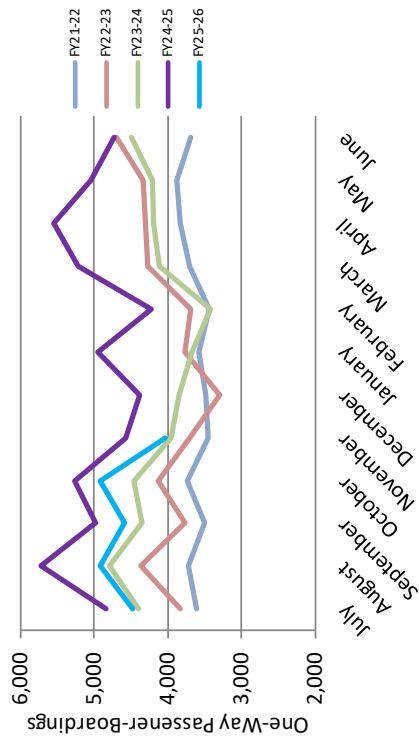
RTA FY24-25 Budget vs. Actual Expenses (unaudited)

		Adopted Budget FY 2025-26	Year to Date FY 2025-26	Percent of Total Budget FY 2025-26
	Hours	89,900	34,211	38.1%
	Miles	1,735,020	664,178	38.3%
Administration:				
Labor	operations cost	1,539,550	581,443	37.8%
Labor - Administration Workers Comp	operations cost	52,720	18,008	34.2%
Office Space Rental	operations cost	59,670	24,298	40.7%
Property Insurance	operations cost	323,370	192,846	59.6%
Professional Technical Services	operations cost	458,710	123,115	26.8%
Professional Development	operations cost	93,290	15,354	16.5%
Operating Expense	operations cost	368,030	146,354	39.8%
Marketing and Reproduction	hourly	164,730	39,103	23.7%
Total Administration		3,060,070	1,140,522	37.3%
Service Delivery:				
Labor - Operations - Bus Operators	hourly	6,531,680	2,112,057	32.3%
Labor - Operations - Training Staff	hourly	443,360	154,475	34.8%
Labor - Operations - Operations Supervisors/Schedulers	hourly	1,595,710	587,917	36.8%
Labor - Operations - Ops Mgt./Oversight	hourly	506,310	186,404	36.8%
Labor - Operations Workers Comp	hourly	399,810	136,569	34.2%
Labor - Maintenance	miles	2,055,710	731,115	35.6%
Labor - Maintenance Workers Comp	miles	109,470	37,393	34.2%
Fuel	miles	1,629,970	548,398	33.6%
Insurance	miles	1,191,000	463,827	38.9%
Special Transportation (for SLOCAT)	n/a	32,070	9,778	30.5%
Maintenance (parts, supplies, materials)	miles	961,580	291,166	30.3%
Maintenance Contract Costs	miles	149,840	55,004	36.7%
Total Operations		15,606,510	5,314,102	34.1%
Capital/Studies:				
Computer System Maintenance/Upgrades		504,040	170,545	33.8%
Miscellaneous Capital				
Maintenance Equipment		188,650	62,770	33.3%
Vehicle ITS/Camera System		-	6,662	#DIV/0!
Bus Stop Improvements		147,000	50,212	34.2%
Large Capital Repairs		586,820	607,483	103.5%
Vehicles				
Support Vehicles		353,010	209,209	59.3%
Fixed Route Vehicles		13,843,000	4,972,345	35.9%
Trolley Vehicles		251,150	-	0.0%
Cutaway and Dial A Ride Vehicles		586,970	750	0.1%
Runabout Vehicles		1,140,100	-	0.0%
Total Capital Outlay		17,600,740	6,079,976	34.5%
Contingency	hourly	224,000	-	0.0%
PERS Buyout		178,310	74,295	41.7%
Loan Repayments		458,060	-	0.0%
Short Range Transit Plan and Planning		67,100	-	0.0%
Regional Contactless Fare Payment System		388,000	49,826	12.8%
Regional Contactless Charging		2,266,000	31,696	1.4%
Regional Bus Charging Projects		4,000,000	9,875	0.2%
Master Planning & Implementation - Offsite fast charging		2,000,000	-	0.0%
TOTAL FUNDING USES		45,848,790	12,690,417	27.7%
TOTAL NON-CAPITAL EXPENDITURES		19,068,890	6,560,615	34.4%

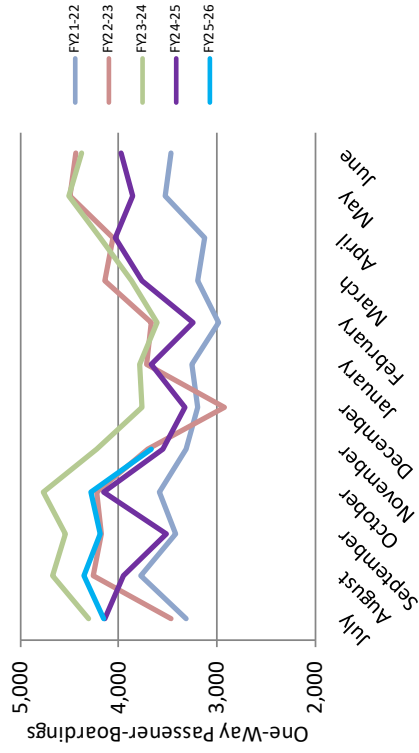




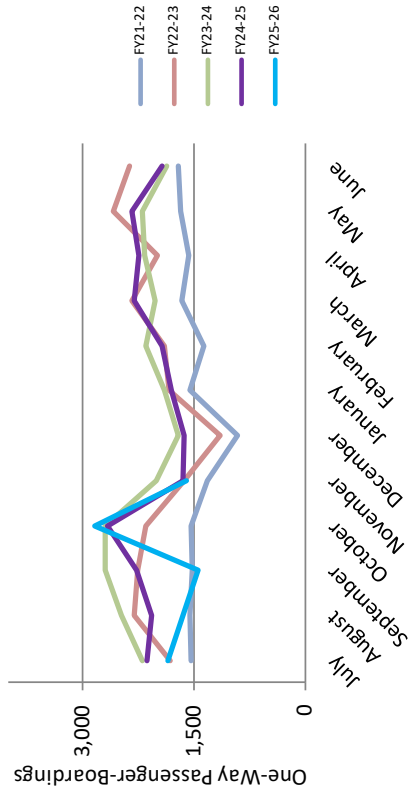
Route 21 Ridership By Month



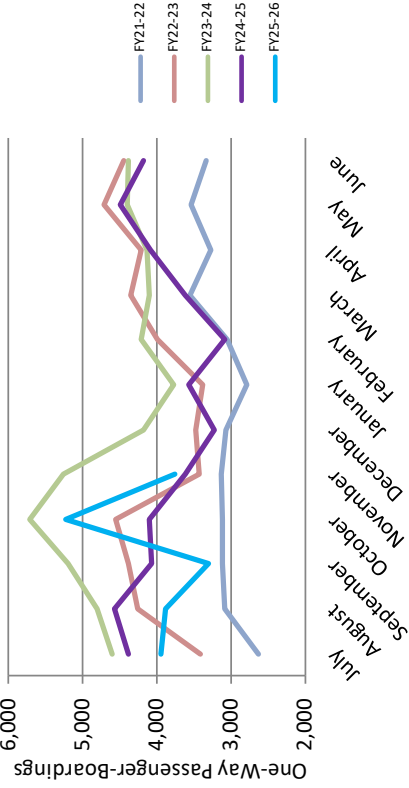
Route 24 Ridership By Month

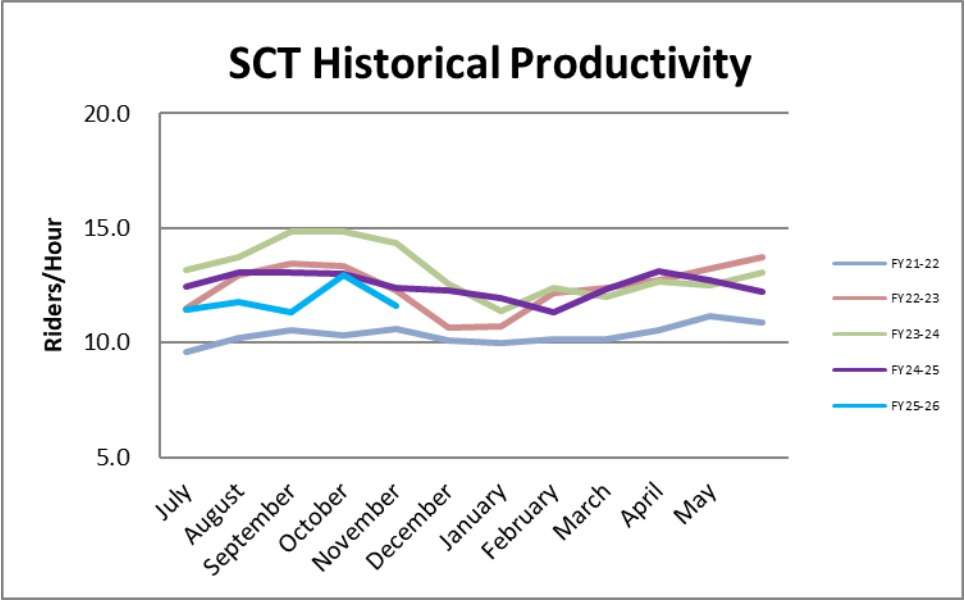


Route 27 Ridership By Month



Route 28 Ridership By Month





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SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

JANUARY 7, 2026

STAFF REPORT

AGENDA ITEM: C-1

TOPIC: Agreement between the RTA and Teamsters Local 986

PRESENTED BY: Geoff Straw, Executive Director

STAFF RECOMMENDATION: Approve Collective Bargaining Agreement between the RTA and Teamsters Local 986

BACKGROUND/DISCUSSION:

Teamsters Local 986 represents the Bus Operators, Mechanics, Utility Workers and the Parts Clerk employed by the RTA. A tentative agreement was reached after the RTA 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 RTA Employer-Employee Relations Policy. The contract term would take effect on January 1, 2026 and would expire on June 30, 2028. Note that the term of this tentative agreement better coincides with future July 1 to June 30 fiscal years.

The tentative agreement will be considered by the employees that are represented by the Teamsters on January 4, 2026. If ratified, RTA staff will post a copy of the Collective Bargaining Agreement on the RTA's website and email a copy to each RTA Board member prior to the January 7, 2026 meeting.

Staff Recommendation

Approve Collective Bargaining Agreement between the RTA and Teamsters Local 986.

(If ratified by Teamsters Local 986 members on January 4th, the CBA document will be distributed under separate cover prior to the January 7th Board meeting)



To: RTA Board Members
From: Geoff Straw, Executive Director
Date: January 5, 2026
RE: **Union-Ratified Collective Bargaining Agreement**

As noted in Agenda Item C-1 in your January 7, 2026 Board packet, members of Teamsters Local 986 scheduled a vote on the Tentative Agreement on Sunday, January 4, 2026. I am pleased to report that the Union has ratified the Tentative Agreement, and staff's recommendation continues to be that the Board approve the Collective Bargaining Agreement between the RTA and Teamsters Local 986. Please find attached a copy of the final draft Collective Bargaining Agreement.



And

Teamsters Union Local 986

Effective January 1, 2026 to June 30, 2028

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SECTION 1 – AGREEMENT

This Agreement is made and entered into by and between San Luis Obispo Regional Transit Authority its successors and assigns hereinafter called the "RTA" 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 – The RTA 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 the RTA as defined in the RTA 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 which may be amended by mutual agreement. For the purposes of this Section, to bargain collectively is the performance of the mutual obligation of the RTA 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 the RTA 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 representative of the Union shall notify RTA upon arrival when visiting RTA premises. Union Officials shall have access to RTA'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 unreasonably interfere with the operation of the Company.

SECTION 3. Meetings – Should the Union desire to discuss with the RTA 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 which may be amended by mutual 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 all authorized Union stewards shall be given to the Executive Director in advance of a disciplinary investigation, grievance or other meeting that requires a Union steward. Union stewards shall be bargaining unit employees designated by the Union. A Union steward shall have the right to represent bargaining unit employees during discipline investigations and the grievance procedure. After being recognized by management, a Union steward 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 the RTA 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, the RTA 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 the RTA by the appropriate Union official.
- D. **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.
1. **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.
 2. **30 Days** – Unless an employee qualifies for an exemption under subsection 8 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.
 3. **Payroll Deductions** – Union dues or fees shall be deducted by the RTA from an employee's paycheck on the first two bi-weekly payroll periods starting the first day of the month following completion of thirty (30) calendar days of employment, subject to the limitations and practices of the RTA's payroll system.

4. **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.
5. **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.
6. **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 the RTA.
7. **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.
8. **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 the RTA 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 the RTA prior to the collection of fees under this article.

9. **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.
10. **Rescission of Agency Shop** – An agency shop provision may be rescinded pursuant to the procedures contained in Government Code section 3502.5(d) and as further defined in the RTA 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.
11. **Union Indemnification** – The Union shall indemnify, defend, and hold the RTA, 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 the RTA under this article. This includes, but is not limited to the RTA 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, 2023 to December 31, 2025 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

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

ARTICLE 5

Management

RTA retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by RTA 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; to create 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

RTA Rules

SECTION 1. Enacting New RTA Rules – It is mutually agreed that reasonable rules and regulations made by the RTA, 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 RTA's property. For all non-safety related rules and regulations, the RTA will transmit an electronic copy to the Local Union Office at least five (5) business days in advance of posting. Safety related rules and regulations

RTA will be posted in the same manner as non-safety related rules and regulations unless safety considerations demand immediate posting. In that event, the RTA will transmit an electronic copy to the Local Union Office as soon as possible.

SECTION 2. Removal of Obsolete Rules – The RTA shall 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, take unreasonable risks, or work in what the RTA considers an unsafe manner. 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 Agreement, 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.

Passenger behavior on buses and facilities is governed by the RTA 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 RTA service. Passenger violations of the RTA Passenger Code of Conduct will allow employees to call for assistance from RTA Dispatch. Any behavior that is perceived by the employee to risk imminent damage to RTA property or personal injury will allow an employee to inform RTA Dispatch that he or she is ceasing work duties and seeking assistance from a local public safety agency. The RTA will not discipline an employee for ceasing work duties and summoning public safety assistance when an imminent threat occurs.

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. **Presentation of Grievance** – No grievance shall be entertained or considered unless it is presented in the following manner:

Step 1: Verbal – The employee, Steward, or the Union shall confer with the employee's Lead Supervisor or Assistant Maintenance Manager, 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 Lead Supervisor or Assistant Maintenance Manager, 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. Alternatively, the employee, Steward, or Union may file the grievance procedure in Step 2, by presenting a written grievance to the Manager of Operations or Manager, Maintenance and Facilities.

Resolution to Step 1 grievances shall not be precedent setting.

Step 2: Written – If the answer of the Lead Supervisor or Maintenance 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, Maintenance and Facilities within ten (10) work days after the answer in Step 1. The Manager of Operations or Manager, Maintenance and

Facilities shall give his/her decision in writing to the aggrieved employee and Steward within five (5) work days after the written grievance is presented to him/her.

Step 3: Director – If the grievance is not settled in Step 2, it must be submitted within ten (10) work days of the Company's Step 2 written response to the Executive Director or his/her designated representative. Within ten (10) work days after the Company's Step 2 answer is appealed to Step 3, the business representative or his/her designee, a steward, and the aggrieved employee(s) must meet with the Executive Director or his/her designated representative. If a mutual resolution cannot be agreed upon during the Step 3 meeting, the Company must submit in writing, to the business representative or his/her designee, steward, and the aggrieved employee, its final decision within ten (10) work days of the Step 3 meeting.

- B. **Timeliness** – Failure of either the Union or the Company to comply with the time limits set forth in this Article shall result in the grievance being deemed settled in accordance with the position of the party that has complied with the prescribed time limits. Anytime a grievance on a particular matter is resolved in this manner shall not be precedent setting with respect to that issue.
- C. **Settlement** – 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 RTA or the Union, such grievance shall be considered withdrawn.

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 Executive Director, or his/her designated representative, at 253 Elks Lane, San Luis Obispo, CA 93401 for service upon the RTA.

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.

- A. **Selection of an Arbitrator** – An arbitrator shall be selected from a list of seven (7) names obtained from the State 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 SMCS. The arbitrator shall be selected by the parties alternately striking a name from the list until only one name remains. The Union shall strike the first name.
- B. **Arbitrator's Jurisdiction** – The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of this Agreement. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of 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 the RTA.
- C. **Fees and Expenses of Arbitration** – The expenses of the arbitrator and hearing room will be equally shared between the RTA 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 the RTA, 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 the RTA 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 the RTA's equipment creating classifications of employees not contemplated or covered by this Agreement, the parties hereto agree to negotiate supplemental agreements covering such necessary changes in classifications.

ARTICLE 11

Bulletin Boards

Bulletin boards and one secured physical inbox (using an RTA supplied lock) shall be provided for the exclusive use of the Union on RTA'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 may only be posted by a duly authorized Union representative.

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 – The RTA agrees to deduct from the pay of each member of the Union employed by the RTA, such dues, fees and assessments as may be levied by the Union. Payment will be made by RTA to the Union within ten work days – excluding Holidays – following the second payday in each calendar month. The Union shall furnish to the RTA 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. The RTA agrees to remit to the Union such lists. The RTA 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 signed by the affected member and a copy of the Teamsters-provided authorization form shall be provided to the RTA Human Resources Officer.

SECTION II – POLICIES AND BENEFITS

ARTICLE 15

Probationary Period

All new employees shall be on probation for a period of one hundred eighty (180) calendar days after the successful completion of the training period. Such probationary period shall constitute a trial period during which the RTA 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 the RTA regarding a probationary employee's qualifications shall not be subject to the grievance and arbitration procedure.

ARTICLE 16

Seniority

SECTION 1. Definition – All seniority shall be proper seniority and shall be governed by the date and hour of employment with the RTA. Seniority of service with the RTA 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 either by the RTA (August 1, 2009) or the amount of time the employee was continuously employed by RTA's previous contractors and RTA immediately thereafter. For purposes of wages and all other employee benefits, seniority is defined as time employed by the RTA, August 1, 2009.

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 the RTA and the Union, may bid during the interim period between regular sign-ups only for open or vacant shifts.

SECTION 3. Effect of Transfer or Promotion on Seniority – No change in classification of an employee, whether within any one of the main classifications covered under this Agreement or from one main classification to another within the RTA, shall cause any loss in the seniority of such employee for a period of ninety (90) days. In the event of a request by the employee to revert back to the original classification or a decision by the RTA that the employee has proven unqualified for the new classification during this ninety (90) day period, the employee shall be restored to his/her former position without loss of seniority, provided the position in the original classification has not been filled.

ARTICLE 17

Discipline and Discharge

The RTA subscribes to the principles of progressive disciplinary action when deemed necessary to correct employee conduct in the performance of their job, with the exception of Major Offenses, outlined below in Section 9, that may result in dismissal and shall be grounds for suspension with pay pending investigation. All disciplinary action meted out will be based upon the principles of just cause. The following corrective steps will be taken:

- A. Formal Discipline will follow the investigative and noticing steps in Sections 1 through 8 below, and include:
 - 1. Verbal or Written Warning,
 - 2. Suspension from Employment Without Pay,
 - 3. Demotion, and
 - 4. Termination from Employment.
- B. Coaching and Counseling, which is not considered discipline and therefore is not subject to the investigative and noticing Sections below.

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

A written complaint from a customer may be entered into an employee's personnel file provided it is properly investigated and the RTA issues an

adverse notation. In the event a verbal complaint is made against an employee, the RTA shall first reduce such verbal complaint to writing. A copy of all complaints and commendations 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.

Employees shall have the right to Union representation at any investigatory interview, meeting or hearing which the RTA conducts for the purpose of determining the possibility of disciplinary action against the employee. Whenever management conducts an investigatory meeting, the employee will be reminded of their right to request Union representation.

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 Investigation – If the RTA becomes aware of an employee's violation of a rule, regulation, policy, procedure, directive, bulletin or instructions, management will promptly begin an investigation and notify the Union representative within fifteen (15) days of knowledge of a possible infraction. During investigation interviews and meetings, the employee and the Union representative will be allowed to question all pertinent and present witnesses, and to read all papers and view all evidence pertaining to the purported violation.

SECTION 5. Intent of Intent to Discipline – If the outcome of the investigation meeting(s) is that the discipline is warranted, the RTA agrees that it will notify the employee and the Union, in writing, within fifteen (15) work days from the investigative meeting that the employee is responsible for the occurrence forming the basis for the contemplated discipline or discharge of its intention to render discipline in a Notice of Intent to Discipline letter. 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 6. Skelly Hearing Process – Employees shall have the exclusive right to request a Skelly Hearing on the charges and intended disciplinary action within five (5) work days of the Notice of Intent to Discipline letter. Failure to request a Skelly Hearing within five (5) work days after receipt of the Notice of Intent to Discipline will be a forfeiture of the right to a Skelly Hearing, provided, however, for good and sufficient cause, the time limitation to answer the charge may be extended by RTA. The Skelly Hearing shall be held within ten (10) work days of the date the request for a hearing is received by RTA. An employee who has been issued a Notice of Intent to Discipline letter shall be entitled to a fair and impartial hearing by an RTA representative not directly involved with the investigation, who will serve as the Skelly Hearing Officer.

SECTION 7: Notice of Determination – If a Skelly Hearing was conducted, the Skelly Hearing Officer shall render a written decision to the employee's manager within three (3) work days following completion of the hearing; the employee's manager will then issue a final Notice of Determination letter that includes a copy of the Skelly Hearing Officer's written decision within ten (10) work days of the Skelly Hearing. If a Skelly Hearing was not requested, the Notice of Intent to Discipline will serve as the Notice of Determination. The Notice of Determination letter 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 Notice of Determination was received to protest the decision, and RTA will provide

a second-level Appeal Hearing within ten (10) work days. This request for an Appeal Hearing coincides with the grievance procedure set for in Article 7, Section 2, A. Presentation of Grievance – Step 3: Director.

SECTION 8. Appeal Hearing – If an appeal hearing is requested, it will be conducted within ten (10) work days by RTA's Executive Director (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 ten (10) 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. The Union may contest the Appeal Hearing Officer's decision by seeking arbitration pursuant to the procedure set forth in Article 7, Section 2, C. Settlement.

SECTION 9. 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 RTA property or into RTA equipment or vehicles.
- C. Refusal to submit to a drug or alcohol test.
- D. Falsifying a report, timesheet/timecard or a certificate or declaration of injury or sickness.
- E. The use, threatened use, and/or possession of weapons are prohibited. They are not to be on the person of any employee during working hours or while on 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.
- H. Arrest for Driving Under the Influence (DUI) on or off duty. Employees failing to report a DUI arrest to management prior to starting his or her next scheduled shift is considered a major offense under this section.
- I. Lewd or lascivious behavior while on or off duty and while in RTA uniform.
- J. Failure to immediately report a vehicle collision or safety incident that involves an RTA vehicle or property.
- K. Falsifying a vehicle collision or safety incident report that involves damage to an RTA vehicle, another vehicle, RTA property, a fixed object or involving bodily injury, whether suffered by the RTA employee involved in the vehicle collision or safety incident or another person and whether actually suffered or claimed to be suffered.
- L. Job Abandonment: Defined as failure to contact RTA Dispatch or an RTA 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.
- M. Racial harassment or sexual harassment or other behavior of a discriminatory nature.
- N. Knowingly driving an RTA 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 RTA.
- O. Vandalism or willful damage to RTA property or equipment, or to another RTA employee's property or equipment while on RTA premises.
- P. Fighting or any physical violence on RTA property or while on duty except to prevent personal injury.
- Q. 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 involves a substantial risk of death, protracted loss or impairment of the function of any body member or organ, protracted significant disfigurement, or extended or extreme

physical pain) 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.

- R. Fueling a personal vehicle using an RTA fueling resources without documented authorization from a Lead Supervisor, Manager or Director.
- S. An employee knowingly starting and/or removing an RTA vehicle from RTA property that is "red-tagged" (unable to be used for any reason).
- T. The use of cellular telephones, pagers, radios, MP3 or other portable music or video players, including the use of peripheral equipment such as watches, earphones, earbuds, "Bluetooth" equipment and other hands-free devices while operating an RTA vehicle.
- U. Allowing an unauthorized person to operate an RTA vehicle.
- V. 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 10. Suspension and Administrative Leave – Except as provided in Section 9 herein, RTA 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. 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 11. Suspension To Protect the Public Safety – RTA shall have the right to suspend any employee for a period not exceed three (3) work days with pay for any act or omission of the employee of such a nature that RTA deems that it would be detrimental to the public's safety to retain the employee on duty status. Within three (3) work days, RTA 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.

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, the RTA 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 the RTA 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 the RTA. In the event no laid off employees report within the time specified above, the RTA shall be free to hire a new person or persons to fill the vacancy or vacancies. Persons employed by the RTA 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 the RTA.

SECTION 3. Fitness for Duty – As a condition of continued employment with the RTA, 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 – RTA'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 RTA 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 RTA 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 the RTA 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 the RTA 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, the RTA 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 – The RTA will make every effort to issue the payroll every other Friday starting no later than 5:00 a.m. In the event a Holiday falls on a Friday, the RTA 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 RTA all items issued by RTA 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 RTA property his last day worked.

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 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 RTA Lead Operations Supervisor determines that the value of the property is greater than \$100, the item will be turned over to the San Luis Obispo Police Department; all other non-perishable items shall be held by RTA 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. The RTA agrees to pay for a portion of the provision of medical, dental, and vision insurance for the life of this Agreement for eligible Full-Time employees, and medical insurance for Part-Time/Health-Benefited employees. Full-Time and Part-Time/Health-Benefited statuses under this Agreement are defined in Article 31 Section 1 for Bus Operators and in Article 40 Section 1 for maintenance employees.
- B. The month following ratification of this Agreement, the RTA will pay 100% of the monthly contribution for the employee's medical

insurance premium. If the employee elects to cover a spouse and/or one or more dependents, the following RTA contributions apply:

1. **Silver Plan:** the RTA will make a monthly contribution equating to 85% of the monthly premium, and the employee is responsible for paying the remaining amount.
 2. **Gold Plan:** the RTA will make a monthly contribution equating to 62% of the monthly premium, and the employee is responsible for paying the remaining amount.
- C. All Full-Time employees are also be provided dental and vision insurance coverage at no cost to the employee. If a full-time employee elects to cover a spouse or one or more dependents, the RTA will make a monthly contribution equating to 85% of the monthly premium, and the employee is responsible for paying the remaining amount.
- D. The RTA 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. RTA-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 RTA 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 and/or Part-Time/Health-Benefited employees who can demonstrate during Open Enrollment that they have ACA-qualifying Medical Benefits through another means and who do not elect to receive Medical Benefits through RTA may "opt out" of the medical benefit and shall receive an incidental payment of \$125 monthly in lieu of the contribution as defined above.

SECTION 4. Prescription Safety Eyewear – The RTA will reimburse the cost of prescription safety eyewear on an as needed basis for maintenance employees who are required to wear eye protection in order to safely perform their job. A reimbursement request greater than \$400 will require Executive Director approval. For the purposes of this Section, “as needed” shall be defined as upon hire, when a maintenance employee subsequently begins wearing prescription eye glasses, when a maintenance employee submits an Incident Report stating how existing protective eyewear has become damaged while on duty, or when the employee’s prescription changes enough to warrant issuing a new set of eyewear.

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 RTA up to \$500 per occurrence, provided a police report that details all stolen or damaged items is filed and a copy provided to RTA. Such reimbursement shall be paid upon submission of replacement receipt that clearly portrays the employee’s actual out-of-pocket costs for replacement.

ARTICLE 26

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 Executive Director for approval. The Executive Director 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 RTA property, except annual RTA 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 paid sick leave or protected leave (also known as "moonlighting"), except as provided in Section 1 of this Article, terminates his/her employment with the RTA unless otherwise mutually agreed to between the RTA and the Union.

When it is proven that any employee abuses any RTA leave privilege or if he/she should feign an illness, such employee is subject to discipline as prescribed in Article 17.

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 (1) year period.

SECTION 3. Bereavement Leave – The State of California requires employers to provide five (5) days of protected 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 the Full-Time employee is permitted to use Sick Leave, personal days, Vacation days, or leave without pay for the remaining two (2) days. Part-Time and Casual employees may use Sick Leave or leave without pay. Additional bereavement leave for Full-Time, Part-Time or Casual employees beyond the five (5) days may be approved by the employee's department manager upon written request. Bereavement Leave does not need to be taken in consecutive days.

The bereavement leave will be applied to the employee's parents (including step-parents), spouse, children, step-children, brothers (including in-law), sisters (including in-law), grandchildren, 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, or requests the time to grieve for their lost family member.

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. Doctor's Note – The Executive Director or designee 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 to by a physician and a release from his/her physician showing that he/she is able to return to work.

Any Bus Operator returning to work from sick leave shall notify the Dispatcher 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 the Manager, Maintenance and Facilities, at least one (1) hour prior to the start of his/her shift or assignment.

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 RTA, an unpaid leave may be granted by the RTA Executive Director. Under this circumstance, the RTA, the employee and a Union representative will meet to 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 Executive Director.

ARTICLE 27

Fare-Free Transportation

All employees and their immediate family members covered by this Agreement shall be provided fare-free transportation over all RTA 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 step-children 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 immediately report to the Dispatcher via radio or cell phone each vehicle collision, incident, or safety incident occurring during the employee's run or shift. If the Dispatcher determines a written report must be filed and directs the employee to do so, such report shall be made at the completion of the employee's run or shift. Employees shall not be required to carry, answer, or use a personal cellular phone while on duty.

For the purposes of this Article 28, an "incident" means as any occurrence, event or action (regardless of how minor) which presents a threat, risk or operational problem to the RTA, its passengers, or members of the general public.

Employees who are directed to submit a written report shall be allowed twenty (20) minutes for making such report, except that no allowance shall be granted when said report can be completed during scheduled paid time. 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 the RTA 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 City of San Luis Obispo, 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 the RTA. 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 the RTA for the three (3) days paid by the RTA.

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 the RTA 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.

The RTA 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 Executive Director will cast the deciding vote.

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.

SECTION III – BUS OPERATOR PROVISIONS

ARTICLE 31

Bus Operations and Operators

SECTION 1. Full-Time Bus Operator – The Company shall have Full-Time, Part-Time/Health-Benefited and Part-Time Bus Operator positions as established upon ratification of the collective bargaining Agreement. Positions shall be determined annually through the operating program (budget) adopted by the RTA Board. Full-Time Bus Operators shall be any employee who operates a fixed-route bus, Runabout, Dial-a-Ride or Trolley who bids a scheduled run that regularly works thirty-five (35) hours per week or more. Part-Time/Health-Benefited Bus Operators shall be any employee who regularly works more than thirty (30) hours per week but less than thirty-five (35) hours per week.

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/Health-Benefited and Part-Time Bus Operators may apply for the position by completing an RTA 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. The RTA 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 the RTA. An assigned scheduled run shall include full-time fixed route and Runabout runs, part-time fixed-route and Runabout runs, trippers and Extra Board assignments.

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

Bus Operators shall be required to report at specific times according to published bid information before their runs are scheduled to leave 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. Bus 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. Holidays as defined in Article 36 will be counted as work performed for the purposes of calculating hourly overtime pay.

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

SECTION 5. Hours of Work on Regular Runs – The RTA 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 – The RTA shall hold a general sign up at least three (3) times each calendar year, generally in January, May and August. The RTA and the Union shall agree on specific dates, with consideration for service changes, holidays, and operational planning needs. Additional sign-ups may be scheduled by the RTA.

Not less than twenty-one (21) calendar days before the first day of bidding, the RTA shall issue the draft bid materials to the Bus Operator Stewards for review. Fifteen (15) calendar days prior to the bid day, the RTA will meet with the Bus Operator Stewards to review all proposed routes, runs and bid

materials for accuracy and if it violates any of the CBA requirements. Clerical and CBA violation errors will be corrected by the RTA, and the bid will be posted no later than seven (7) calendar days prior to bidding day.

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 Bus Operator seniority list and a Part-Time Bus Operator 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 an RTA-approved return to work date are not eligible to bid. Bus Operators returning from leave have bumping privileges per Section 10 of this Article.

New Bus Operator hirees will be provided an opportunity to bid Biddable Runs Not Bid (as described in Article 31, Section 12) by their tenth (10th) day of initial training. In the event two or more Bus Operator hirees have the same training start date, their seniority priority will be based on their employment application submittal time/date.

If another transit agency whose operating employees are covered under a valid collective bargaining agreement with the Teamsters consolidate into the RTA, those new employees' seniority will be dovetailed into the RTA Seniority List based on each employee's original hire date with the consolidating agency. If those new operating employees are not covered by a valid collective bargaining agreement with the Union, then, both a "Primary RTA Seniority" list and a "Secondary RTA 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 RTA 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 RTA Consolidation Seniority" list will have the first opportunity to fill the vacated run.

The General Sign Up procedure may be changed by mutual agreement between the RTA 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 the RTA notice of his/her intention to do so within twenty-four (24) hours after the change became effective. Bus Operators who are bumped by the exercising of this privilege shall have the right to exercise their seniority in the selection of other runs. The change in the assignment of runs selected under the provisions of this Section shall become effective within three (3) calendar days after the new selection is made.

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

SECTION 11. Vacated Runs – A vacated run shall mean a run vacated voluntarily or through suspension, dismissal from service, leave of absence for military service, death of regular Bus Operator, or absence due to long-term illness. An absence is considered long-term if it exceeds 12 weeks. Vacated regular runs will be assigned to the Extra Board Bus Operators or 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

seven (7) 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 Operators, 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 – The RTA 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, RTA 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

Extra Board Bus Operators and Part-Time Bus Operators

SECTION 1. Operations of the Extra Board:

- A. There shall be one (1) common Extra Board with the positions on said board established in seniority order.
- B. At the general sign up, the number of Extra Board positions will be determined by the RTA and posted.
- C. A rotating Extra Board system, posted in seniority order, will be used, utilizing the "first up - first out" method. This system of operating may be changed at any time by mutual consent of the RTA and the Union.
- D. General rules regulating Bus Operators relative to sick leave, miss-outs, etc., shall apply to all Extra Board Bus Operators.
- E. The RTA will endeavor to provide two (2) consecutive days off for all Extra Board Bus Operators. To be considered a full-time employee all general rules regulating the thirty-five (35) hour work week for regular Bus Operators will apply to Extra Board Bus Operators.

- F. Extra Board Bus Operators shall be certified, willing and able to operate all RTA routes, vehicles and schedules as assigned by the RTA Dispatcher.

SECTION 2. Part-Time Bus 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 and Part-Time/Health-Benefited Bus Operators shall regularly work less than thirty-five (35) hours per week.
- B. Part-Time and Part-Time/Health-Benefited 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 Operators 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-Time 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.

- D. **Return to Full-Time Status** – Casual Bus Operators may only return to regular Part-Time 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-Time 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.
- E. **Delayed Status** – Frequent changes in work status between regular Part-Time and Full-Time Bus Operator and Casual Bus Operator positions are disruptive to the operation and often make it difficult to reliably cover shifts. Therefore, RTA may deny or delay requests to change status. When a Casual Bus Operator requests promotion to a regular Part-Time 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, 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. The Company shall maintain and post a monthly physical sign-up sheet for the Open Shift Call List; Bus Operators wishing to be placed on the Open Shift Call List to cover open assignments shall sign the sheet by the 20th day of the prior month. The Open Shift Call List will be posted by the 28th day of the previous months for the upcoming month. 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.

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 the RTA at least sixty (60) 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”. 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 fifty (150) 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 fifty (150) 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 an Operations 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 fifty (150) 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 an Operations 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 fifty (150) 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 the RTA 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 for work, within five (5) hours from the time they were scheduled to report, shall be considered absent without leave and be subject to the steps detailed in Article 17, however, in the event they are called, the Bus Operator must report within one (1) hour.

SECTION 4. Waiver – The RTA 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 Bus Operators 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** – Bus Operators 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** – Bus Operators may carry over accumulated Sick Pay up to a maximum of 200 hours.
- 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 Bus Operator’s basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Sick Time payments to Bus Operators 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 a Bus Operator 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 a Bus Operator 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:

Bus Operator Vacation Accrual				
Level	Hrs / Pay Period	Total Hrs/Yr	40-Hour Weeks/Yr	Days/Yr
New Hire to 364 days	3.39	88.14	2.2	11.02
1 Year to 1 Year + 364 days	3.39	88.14	2.2	11.02
2 Years to 2 Years + 364 days	5.59	145.34	3.6	18.17
3 Years to 3 Years + 364 days	5.59	145.34	3.6	18.17
4 Years to 4 Years + 364 days	7.24	188.24	4.7	23.53
5 Years to 5 Years + 364 days	7.24	188.24	4.7	23.53
6+ Years	7.79	202.54	5.1	25.32

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** – Bus Operators may use Vacation Time pay for vacation, sick time or personal leave.
- C. **Maximum** – Bus Operators may accumulate Vacation Time from year to year up to a maximum of 184 hours. Should Bus Operator’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. Bus Operators 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 a Bus Operator 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 Bus Operator 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 ensure 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 Bus Operator's basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Vacation Time payments to Bus Operators 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 a Bus Operator 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 a Bus Operator in an overtime pay status.

ARTICLE 36

Holidays

SECTION 1. 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
Christmas Day*

Independence Day*
Labor Day
Thanksgiving Day

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

SECTION 3. Eligibility – All eligible Full-Time 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 Bus Operator 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 Bus Operators 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 Bus Operator 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 a Bus Operator to lay off on, or part of, the Holiday or his/her work day immediately following or preceding a Holiday, the Bus Operator will not be penalized the Holiday pay time.

ARTICLE 37

Retirement Benefits

SECTION 1. Accrual Rate – For all eligible Full-Time Bus Operators, the RTA 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 Operators as defined in Article 31 Section 1, the rate of contribution shall be \$50.00 per pay period.

SECTION 2. RTA Matching to Employee Contributions – Any Bus Operator may contribute to the 457 plan based on the employee’s needs. The RTA will match the employee’s contribution up to 3.0% of the employee’s gross pay. 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 a one-time wage increase on January 1, 2026 and an annual contract wage increase on July 1 of each year, as well as an annual merit wage increase on each employee’s anniversary date.

Bus Operator Wage Scale			
Level	1-Jan-26	1-Jul-26	1-Jul-27
New Hire	\$25.25	\$26.32	\$27.31
After 1 Year	\$26.26	\$27.38	\$28.41
After 2 Years	\$27.31	\$28.47	\$29.54
After 3 Years	\$28.40	\$29.61	\$30.72
After 4 Years	\$29.54	\$30.80	\$31.96
After 5 Years	\$30.72	\$32.03	\$33.23
After 6 Years	\$33.33	\$34.75	\$36.05

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

- A. The amount indicated in the table above, 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.

SECTION 2. No Wage Reduction – No Bus Operator 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 \$2.00 per hour, in addition to the Bus Operator's hourly wage rate, while performing these duties.

SECTION 5. Weekend Premium Pay – A Bus Operator who works a "Saturday" or "Sunday" level of service, including periods on or between Holidays in which "Saturday" or "Sunday" service is scheduled by the RTA will be paid a premium of \$4.00 per hour, in addition to the Bus Operator's hourly wage rate, while performing these duties. Shift differential pay for Weekend work will only apply to hours worked, not to paid leave usage.

ARTICLE 39

Operator Uniforms

SECTION 1. Uniform Vendor – Bus Operators may purchase uniforms at the RTA'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. Bus 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 – RTA 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* - RTA 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.

SECTION IV – MAINTENANCE EMPLOYEE PROVISIONS

ARTICLE 40

Maintenance Department

SECTION 1. Hours of Work – The Company shall have Full-Time, Part-Time/Health-Benefited 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 RTA Board. All regular Full-Time maintenance department employees shall be guaranteed a five (5) day work week, except where Holidays intervene and regularly work thirty-five (35) hours per week or more. 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. Part-Time/Health-Benefited employees shall be any employee who regularly works more than thirty (30) hours per week but less than thirty-five (35) hours per week. Holidays as defined in Article 36 will be counted as work performed for the purposes of calculating hourly overtime pay.

When a Full-Time 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/Health-Benefited and Part-Time employees may apply for the position by completing an RTA 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. The RTA shall review all applications and notify all applicants of their status.

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, a maintenance 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 an on-call employee based on the overtime standing of the shop. An on-call employee shall receive two (2) hours of pay at their normal rate for being on-call that day, in addition to all applicable pay such as Holiday pay. If called in to work, they will additionally receive pay for all hours worked beginning at the time the employee initially communicates with a Company representative about the service emergency. The on-call employee is required to remain within 30 minutes of the RTA service area, remain fit for duty, and begin traveling to the service emergency site or the Bus Maintenance Facility within fifteen (15) minutes of the phone call. On call employees may use the Company provided cell phone.
- C. **Work Week** – The work week will be five (5) consecutive eight-hour (8) days.
- D. **Readiness for Work** – Each Maintenance department employee shall be mentally and physically ready for work at time of clock-in, including being fully dress in a Company provided uniform and footwear. Readiness begins at the start of the employee's shift and when they return to work at the end of each unpaid break (i.e., lunch). Each maintenance department employee will be allowed up to 15 minutes of paid time before the end of their shift to allow for uniform change, if desired. It shall be understood that in addition to uniform change, the company will allow sufficient paid time to safely secure equipment, finalize paperwork, clean up and decontaminate, which employees are able to complete before the end of their scheduled shift.

SECTION 2. Job Assignments – The Manager, Maintenance and Facilities shall assign work shifts for all classifications in the department based upon the employee's ability, skills and knowledge of 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 the RTA, where it is practicable, shall be directed to the maintenance employees through the on-duty supervisor. Every maintenance 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 maintenance 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 a maintenance employee to receive training or orientation, the RTA 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:

- A. With the exception of Mechanic Tool Inventory reports, all reports and time slips shall be made on the RTA's time. Maintenance employees shall be permitted to clock in not more than ten (10) minutes before the beginning of their work period.
- B. Each shift shall have two (2) ten (10) minute breaks.
- C. Miss-Outs – A "miss-out" is defined to be: 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 the RTA at least sixty (60) 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 fifty (150) day period, the maintenance employee

involved shall be paid only for the time worked that day, if any.

2. For the fourth "miss-out" within a one-hundred fifty (150) day period, the maintenance 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 maintenance employee, by direction of management, 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 fifty (150) day period, the maintenance 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 maintenance employee, by direction of management, 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 fifty (150) day period, the maintenance 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 the RTA 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. A maintenance 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** – Maintenance employees who fail to report and make themselves available for work, within five (5) hours from the time they were scheduled to report, shall be considered absent without leave and be subject to the steps detailed in Article 17, however, in the event they are called, the employee must report within one (1) hour.

- E. **Waiver** – The RTA 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:

- A. Rubber boots, hats and raincoats will be furnished to maintenance employees by the Company when necessary.
- B. The RTA shall furnish regulation coveralls or two-piece uniforms, at each maintenance employee’s option. In addition, RTA shall furnish jackets, and annual belt and steel-toed boot allowances. A boot allowance of \$250 will be paid annually on the first pay period in the month of January. Maintenance employees wearing two-piece uniforms must wear shirt inside trousers with a belt. The RTA 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, maintenance employees shall turn in their coveralls or two-piece uniforms and jacket.
- C. The RTA shall provide all specialty tools that are required or tools for new equipment that are required for vehicle and facility repairs. Mechanics will be required to provide all hand tools in order to perform their job. The RTA will repair or replace broken or stolen tools, provided a Police Report is provided in case of the latter. Each Mechanic will provide a Tool Inventory (developed on the Mechanic’s own time) annually and/or as the value of the Mechanic’s tools increases by 10%. Replacement tools provided by the RTA will be the same or equivalent value. The RTA will advise Mechanics when any items on the Tool Inventory list are not applicable to RTA’s needs and are thus not covered under this section.
- D. The Company will have power tools available for maintenance employees required to use power tools. RTA shall provide all specialty tools that are required or tools for new equipment that are required for vehicle and facility repairs.

SECTION 6. Layoffs – In the event of a layoff in the maintenance department, the employee with the least RTA 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 RTA seniority anywhere in a maintenance department classification where he/she is qualified.

SECTION 7. Training Materials – The RTA will provide the Automotive Service Excellence Test Preparation Transit Bus Certificate and Study Guide and Practice Test Pack H1-T8 for use by Mechanics.

ARTICLE 41

Sick Time and Vacation for Maintenance and Utility Employees

SECTION 1. Sick Time

- A. **Accrual Rate** – All maintenance 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** – Maintenance 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** – Maintenance employees may carry over accumulated Sick Pay up to a maximum of 200 hours.
- 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 maintenance employee's basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Sick Time

payments to maintenance 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 a maintenance 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 a maintenance employee in an overtime pay status.

SECTION 2. Vacation Time

- A. **Accrual Rate** – All eligible Full-Time maintenance employees as defined in Article 40 Section 1 shall accrue Vacation Time at the following rates:

Maintenance Employee Vacation Accrual				
Level	Hrs / Pay Period	Total Hrs/Yr	40-Hour Weeks/Yr	Days/Yr
New Hire to 364 days	3.73	96.98	2.4	12.12
1 Year to 1 Year + 364 days	3.73	96.98	2.4	12.12
2 Years to 2 Years + 364 days	6.15	159.90	4.0	19.99
3 Years to 3 Years + 364 days	6.15	159.90	4.0	19.99
4 Years to 4 Years + 364 days	7.97	207.22	5.2	25.90
5 Years to 5 Years + 364 days	7.97	207.22	5.2	25.90
6+ Years	8.57	222.82	5.6	27.85

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** – Maintenance employees may use Vacation Time pay for vacation, sick time or personal leave.
- C. **Maximum** – Maintenance 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. Maintenance 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 a maintenance 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 ensure 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 maintenance employee's basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Vacation Time payments to maintenance 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 a maintenance employee in an overtime pay status.

ARTICLE 42

Mechanic and Utility Holidays

SECTION 1. Overtime Paid for Recognized Holidays – For all Full-Time maintenance employees, time and one-half hours shall be paid for Holidays worked as follows:

New Year's Day*
Memorial Day

Christmas Day*
Independence Day*
Labor Day
Thanksgiving Day

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

SECTION 3. Eligibility – All eligible full-time maintenance employees shall receive eight (8) hours at their regular straight time rate of pay for the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day provided such employee completes their work assignment on their last scheduled or assigned work day prior to such Holiday and their first scheduled or assigned work day after such Holidays. It is agreed that those maintenance 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.

SECTION 4. Qualifying – No maintenance employee shall be eligible for Holiday pay or Holiday premiums unless he has reported for work on his regularly scheduled days immediately preceding and immediately following the Holiday, unless absence from work is caused by excused leave or certified illness, but in no event shall an employee be eligible for Holiday pay unless he has worked or received compensation during the Holiday week.

SECTION 5. Forced Work – Forced Holiday work will be in reverse seniority order.

ARTICLE 43

Retirement Benefits

SECTION 1. Accrual Rate – For all eligible Full-Time maintenance employees, the RTA shall contribute a fixed dollar amount per pay period to a deferred compensation 457 program administered by the Company.

For all eligible full-time maintenance employees as defined in Article 40 Section 1, the rate of contribution shall be \$50.00 per pay period.

SECTION 2. RTA Matching to Employee Contributions – Any maintenance employee may contribute to the 457 plan based on the employee's needs. The RTA will match the employee's contribution up to 3.0% of the employee's gross pay. Employees should consult IRS regulations on the maximum contribution allowed annually.

ARTICLE 44

Hourly Wages – Maintenance Employees

SECTION 1. Wage Increases – Each maintenance employee will receive a one-time wage increase on January 1, 2026 and an annual contract wage increase on July 1 of each year, as well as an annual merit wage increase on each employee's anniversary date.

Mechanic-A Wage Scale			
Step	2023	2024	2025
Step 1	\$39.13	\$40.69	\$41.91
Step 2	\$40.44	\$42.06	\$43.32
Step 3	\$41.80	\$43.47	\$44.78
Step 4	\$43.20	\$44.93	\$46.28
Step 5	\$44.65	\$46.43	\$47.83
Step 6	\$46.16	\$48.00	\$49.44
Step 7	\$49.37	\$51.35	\$52.89

Mechanic-B Wage Scale			
Step	2023	2024	2025
Step 1	\$32.25	\$33.54	\$34.55
Step 2	\$33.05	\$34.37	\$35.40
Step 3	\$34.00	\$35.36	\$36.42
Step 4	\$34.97	\$36.37	\$37.46
Step 5	\$35.98	\$37.42	\$38.54
Step 6	\$37.02	\$38.50	\$39.66
Step 7	\$39.13	\$40.70	\$41.92

Mechanic-C Wage Scale			
Step	2023	2024	2025
Step 1	\$26.41	\$27.47	\$28.29
Step 2	\$27.14	\$28.23	\$29.08
Step 3	\$27.90	\$29.01	\$29.88
Step 4	\$28.68	\$29.83	\$30.72
Step 5	\$29.49	\$30.67	\$31.59
Step 6	\$30.33	\$31.54	\$32.48
Step 7	\$32.12	\$33.41	\$34.41

Apprentice Wage Scale			
Step	2023	2024	2025
1 Year	\$21.88	\$22.75	\$23.43
2 Year	\$23.31	\$24.24	\$24.97
3 Year	\$26.41	\$27.47	\$28.29

Utility Wage Scale			
Step	2023	2024	2025
Step 1	\$21.76	\$22.63	\$23.31
Step 2	\$22.41	\$23.31	\$24.01
Step 3	\$23.08	\$24.00	\$24.72
Step 4	\$23.76	\$24.71	\$25.45
Step 5	\$24.47	\$25.45	\$26.21
Step 6	\$25.21	\$26.22	\$27.01
Step 7	\$26.02	\$27.06	\$27.87

Parts Clerk Wage Scale			
Step	2023	2024	2025
1 Year	\$26.02	\$27.06	\$27.87
2 Year	\$26.80	\$27.88	\$28.71
3 Year	\$27.60	\$28.70	\$29.56
4 Year	\$28.42	\$29.55	\$30.44
5 Year	\$29.27	\$30.44	\$31.35
6 Year	\$30.15	\$31.36	\$32.30
7 Year	\$31.12	\$32.36	\$33.34

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

- A. The amount indicated in the tables above, 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.

SECTION 2. No Wage Reduction – No maintenance 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 maintenance employee wage increases will take effect at the start of the next full pay period following the dates discussed above.

SECTION 4. Premium Pay – A Utility employee who is assigned by management to drive a vehicle requiring a Commercial Driver's License on public streets will be paid a premium of \$2.00 per hour, in addition to the employee's hourly wage rate, for the entire day during which the employee was expressly assigned to drive said vehicle in non-revenue service.

SECTION 5. Lead Mechanic Pay – The RTA, at its sole discretion, will select and schedule a Lead Mechanic for each early morning weekday shift and for each weekday evening "swing" shift. The Mechanic who is assigned to work as Lead Mechanic will be paid a premium of \$2.50 per hour, in addition to his or her base wage, for his or her entire shift. Lead Mechanic Pay will only apply to hours worked, not to paid leave usage.

SECTION 6. Lead Utility Pay – The RTA, at its sole discretion, will select and schedule a weekday Lead Utility employee. The Utility employee who is assigned to work as Lead Utility will be paid a premium of \$2.00 per hour, in addition to his or her base wage, for his or her entire shift. Lead Utility Pay will only apply to hours worked, not to paid leave usage.

SECTION 7. Swing Shift Differential Pay – A Mechanic who is assigned to work an evening "swing" shift that ends after 7:30 PM will be paid a differential premium of \$1.50 per hour for all hours worked during the shift. The Lead Mechanic working the swing shift will be paid both the Lead Mechanic pay and the Swing Shift Differential pay in addition to his or her base pay. Swing Shift Differential Pay will only apply to hours worked, not to paid leave usage.

SECTION 8. Tool Allowance – Each Mechanic A, B or C will be paid \$175 per month to serve as a tool allowance. The payment will be included on the eligible employee's first paycheck of each month.

FOR THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

Carla Wixom, President

Geoff Straw, Executive Director

Jenna Morton, Counsel

DATED: _____

FOR THE TEAMSTERS LOCAL 986

Cliff Reynolds, Area Coordinator

John Holcomb, Steward

James Lacher, Steward

Domingo Pimentel, Steward

DATED: _____



And

Teamsters Union Local 986

~~Effective January 1, 2023 to December 31, 2025~~

Effective January 1, 2026 to June 30, 2028

SECTION I – AGREEMENT

This Agreement is made and entered into by and between San Luis Obispo Regional Transit Authority its successors and assigns hereinafter called the "RTA" 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 – The RTA 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 the RTA as defined in the RTA 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 which may be amended by mutual agreement. For the purposes of this Section, to bargain collectively is the performance of the mutual obligation of the RTA 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 the RTA 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~~business representative of the Union shall notify RTA upon arrival when visiting RTA premises. Union Officials shall have access to RTA'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 unreasonably interfere with the operation of the Company.

SECTION 3. Meetings – Should the Union desire to discuss with the RTA 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 which may be amended by mutual 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 all authorized Union stewards shall be given to the Executive Director in advance of a disciplinary investigation, grievance or other meeting that requires a Union steward. Union stewards shall be bargaining unit employees designated by the Union. A Union steward shall have the right to represent bargaining unit employees during discipline investigations and the grievance procedure. After being recognized by management, a Union steward 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 the RTA 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, the RTA 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 the RTA by the appropriate Union official.
- D. **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.
1. **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.
 2. **30 Days** – Unless an employee qualifies for an exemption under subsection 8 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.
 3. **Payroll Deductions** – Union dues or fees shall be deducted by the RTA from an employee's paycheck on the first two bi-weekly payroll periods starting the first day of the month following completion of thirty (30) calendar days of employment, subject to the limitations and practices of the RTA's payroll system.

4. **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.
5. **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.
6. **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 the RTA.
7. **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.
8. **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 the RTA 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 the RTA prior to the collection of fees under this article.

9. **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.
10. **Rescission of Agency Shop** – An agency shop provision may be rescinded pursuant to the procedures contained in Government Code section 3502.5(d) and as further defined in the RTA 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.
11. **Union Indemnification** – The Union shall indemnify, defend, and hold the RTA, 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 the RTA under this article. This includes, but is not limited to the RTA 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, 2023 to December 31, 2025 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

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

ARTICLE 5

Management

RTA retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by RTA 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; to create 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

RTA Rules

SECTION 1. Enacting New RTA Rules – It is mutually agreed that reasonable rules and regulations made by the RTA, 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 RTA's property. For all non-safety related rules and regulations, the RTA will transmit an electronic copy to the Local Union Office at least five (5) business days in advance of posting. Safety related rules and regulations

RTA will be posted in the same manner as non-safety related rules and regulations unless safety considerations demand immediate posting. In that event, the RTA will transmit an electronic copy to the Local Union Office as soon as possible.

SECTION 2. Removal of Obsolete Rules – The RTA shall 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, take unreasonable risks, or work in what the RTA considers an unsafe manner. 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 Agreement, 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.

Passenger behavior on buses and facilities is governed by the RTA 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 RTA service. Passenger violations of the RTA Passenger Code of Conduct will allow employees to call for assistance from RTA Dispatch. Any behavior that is perceived by the employee to risk imminent damage to RTA property or personal injury will allow an employee to inform RTA Dispatch that he or she is ceasing work duties and seeking assistance from a local public safety agency. The RTA will not discipline an employee for ceasing work duties and summoning public safety assistance when an imminent threat occurs.

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. **Presentation of Grievance** – No grievance shall be entertained or considered unless it is presented in the following manner:

Step 1: Verbal – The employee, Steward, or the Union shall confer with the employee's Lead Supervisor or Assistant Maintenance Manager, 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 Lead Supervisor or Assistant Maintenance Manager, 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. Alternatively, the employee, Steward, or Union may file the grievance procedure in Step 2, by presenting a written grievance to the Manager of Operations or Manager, Maintenance and Facilities.

Resolution to Step 1 grievances shall not be precedent setting.

Step 2: Written – If the answer of the Lead Supervisor or Maintenance 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, Maintenance and Facilities within ten (10) work days after the answer in Step 1. The Manager of Operations or Manager, Maintenance and

Facilities shall give his/her decision in writing to the aggrieved employee and Steward within five (5) work days after the written grievance is presented to him/her.

Step 3: Director – ~~If the grievance is not resolved within five (5) work days after the receipt of the written grievance in Step 2 by the Manager of Operations or Manager, Maintenance and Facilities, the grievance shall automatically move to the Executive Director or his/her designated representative.~~ If the grievance is not settled in Step 2, it must be submitted within ten (10) work days of the Company's Step 2 written response to the Executive Director or his/her designated representative. Within ten (10) work days after the Company's Step 2 answer is appealed to Step 3, the business representative or his/her designee, a steward, and the aggrieved employee(s) must meet with the Executive Director or his/her designated representative. If a mutual resolution cannot be agreed upon during the Step 3 meeting, the Company must submit in writing, to the business representative or his/her designee, steward, and the aggrieved employee, it's final decision within ten (10) work days of the Step 3 meeting.

- B. **Timeliness** – ~~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 Executive Director 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.~~ Failure of either the Union or the Company to comply with the time limits set forth in this Article shall result in the grievance being deemed settled in accordance with the position of the party that has complied with the prescribed time limits. Anytime a grievance on a particular matter is resolved in this manner shall not be precedent setting with respect to that issue.
- C. **Settlement** – 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 RTA or the Union, such grievance

shall be considered ~~waived~~withdrawn.

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 Executive Director, or his/her designated representative, at 253 Elks Lane, San Luis Obispo, CA 93401 for service upon the RTA.

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.

- A. **Selection of an Arbitrator** – An arbitrator shall be selected from a list of seven (7) names obtained from the State 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 SMCS. The arbitrator shall be selected by the parties alternately striking a name from the list until only one name remains. The Union shall strike the first name.
- B. **Arbitrator's Jurisdiction** – The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of this Agreement. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide

more than one (1) grievance without the mutual consent of 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 the RTA.

- C. **Fees and Expenses of Arbitration** – The expenses of the arbitrator and hearing room will be equally shared between the RTA 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 the RTA, 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 the RTA 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 the RTA's equipment creating classifications of employees not contemplated or covered by this Agreement, the parties hereto agree to negotiate supplemental agreements covering such necessary changes in classifications.

ARTICLE 11

Bulletin Boards

Bulletin boards and one secured physical inbox (using an RTA supplied lock) shall be provided for the exclusive use of the Union on RTA'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 may only be posted by a duly authorized Union representative.

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 – The RTA agrees to deduct from the pay of each member of the Union employed by the RTA, such dues, fees and assessments as may be levied by the Union. Payment will be made by RTA to the Union within ten work days – excluding Holidays – following the second payday in each calendar month. The Union shall furnish to the RTA 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. The RTA agrees to remit to the Union such lists. The RTA 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 signed by the affected member and a copy of the Teamsters-provided authorization form shall be provided to the RTA Human Resources Officer.

SECTION II – POLICIES AND BENEFITS

ARTICLE 15

Probationary Period

All new employees shall be on probation for a period of one hundred eighty (180) calendar days after the successful completion of the training period. Such probationary period shall constitute a trial period during which the RTA 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 the RTA regarding a probationary employee's qualifications shall not be subject to the grievance and arbitration procedure.

ARTICLE 16

Seniority

SECTION 1. Definition – All seniority shall be proper seniority and shall be governed by the date and hour of employment with the RTA. Seniority of service with the RTA 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 either by the RTA (August 1, 2009) or the amount of time the employee was continuously employed by RTA's previous contractors and RTA immediately thereafter. For purposes of wages and all other employee benefits, seniority is defined as time employed by the RTA, August 1, 2009.

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 the RTA and the Union, may bid during the interim period between regular sign-ups only for open or vacant shifts.

SECTION 3. Effect of Transfer or Promotion on Seniority – No change in classification of an employee, whether within any one of the main classifications covered under this Agreement or from one main classification to another within the RTA, shall cause any loss in the seniority of such employee for a period of ninety (90) days. In the event of a request by the employee to revert back to the original classification or a decision by the RTA that the employee has proven unqualified for the new classification during this ninety (90) day period, the employee shall be restored to his/her former position without loss of seniority, provided the position in the original classification has not been filled.

ARTICLE 17

Discipline and Discharge

The RTA subscribes to the principles of progressive disciplinary action when deemed necessary to correct employee conduct in the performance of their job, with the exception of Major Offenses, outlined below in Section 9, that may result in dismissal and shall be grounds for suspension with pay pending investigation. All disciplinary action meted out will be based upon the principles of just cause. The following corrective steps will be taken:

A. Formal Discipline will follow the investigative and noticing steps in Sections 1 through 8 below, and include:

1. Verbal or Written Warning,
2. Suspension from Employment Without Pay,
3. Demotion, and
4. Termination from Employment.

B. Coaching and Counseling, which is not considered discipline and therefore is not subject to the investigative and noticing Sections below.

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

A written complaint from a customer may be entered into an employee's personnel file provided it is properly investigated and the RTA issues an

adverse notation. In the event a verbal complaint is made against an employee, the RTA shall first reduce such verbal complaint to writing. A copy of the complaint all complaints and commendations 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.

Employees shall have the right to Union representation at any investigatory interview, meeting or hearing which the RTA conducts for the purpose of determining the possibility of disciplinary action against the employee. Whenever management conducts an investigatory meeting, the employee will be reminded of their right to request Union representation.

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 Investigation – If the RTA becomes aware of an employee's violation of a rule, regulation, policy, procedure, directive, bulletin or instructions, management will promptly begin an investigation and notify the Union representative within fifteen (15) days of knowledge of a possible infraction. During investigation interviews and meetings, the employee and the Union representative will be allowed to question all pertinent and present witnesses, and to read all papers and view all evidence pertaining to the purported violation.

SECTION 5. Intent of Intent to Discipline – If the outcome of the investigation meeting(s) is that the discipline is warranted, the RTA 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~~ the investigative meeting that the employee is responsible for the occurrence forming the basis for the contemplated discipline or discharge of its intention to render discipline in a Notice of Intent to Discipline letter. ~~No employee will be disciplined, discharged or suspended unless a copy of the precise and complete charges against the employee is furnished to 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 RTA 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 the RTA representative conducting the investigation, and the Union provides a representative in a reasonable time.~~

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

SECTION 7: Notice of Determination – If a Skelly Hearing was conducted, ~~the Skelly~~ Hearing Officer shall render a written decision to the employee's ~~supervisor~~ manager within three (3) work days, ~~following completion of the hearing; the employee's manager.~~ The employee's supervisor will then issue a final ~~determination notice~~ Notice of Determination letter that includes a copy of the Skelly Hearing Officer's written decision within ten (10) work days of the ~~hearing. That determination notice~~ Skelly Hearing. If a Skelly Hearing was not requested, the Notice of Intent to Discipline will serve as the Notice of Determination. The Notice of Determination letter 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 Notice of Determination ~~determination notice~~ was received to protest the decision, and RTA will provide a second-level ~~appeal hearing~~ Appeal Hearing within ten (10) work days. This request for an Appeal Hearing coincides with the grievance procedure set for in Article 7, Section 2, A. Presentation of Grievance – Step 3: Director.

SECTION 9. Appeal of Written Decision **SECTION 8. Appeal Hearing** – If an appeal hearing is requested, it will be conducted within ten (10) work days by RTA's Executive Director (or his designated representative), who will serve as the Appeal Hearing Officer. Following the ~~appeal hearing~~ Appeal Hearing, the Appeal Hearing Officer will render a written decision within ~~fifteen (15)~~ ten (10) 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. The Union may contest the Appeal Hearing Officer's decision by seeking arbitration pursuant to the procedure set forth in Article 7, Section 2, C. Settlement.

SECTION 10SECTION 9. 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 RTA property or into RTA equipment or vehicles.
- C. Refusal to submit to a drug or alcohol test.
- D. Falsifying a report, timesheet/timecard or a certificate or declaration of injury or sickness.
- E. The use, threatened use, and/or possession of weapons are prohibited. They are not to be on the person of any employee during working hours or while on 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.
- ~~G.H.~~ Arrest for or Driving Under the Influence (DUI) on or off duty. Employees failing to report a DUI arrest to management to Dispatch a DUI arrest prior to starting his or her next scheduled shift is considered a major offense under this section.
- ~~H.I.~~ Lewd or lascivious behavior while on or off duty and while in RTA uniform.
- ~~I.J.~~ Failure to immediately report a vehicle collision or safety incident that involves an RTA vehicle or property.
- ~~J.K.~~ Falsifying a vehicle collision or safety incident report that involves damage to an RTA vehicle, another vehicle, RTA property, a fixed object or involving bodily injury, whether suffered by the RTA employee involved in the vehicle collision or safety incident or another person and whether actually suffered or claimed to be suffered.

- K.L. Job Abandonment: Defined as failure to contact RTA Dispatch or an RTA 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.M. Racial harassment or sexual harassment or other behavior of a discriminatory nature.
- M.N. Knowingly driving an RTA 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 RTA.
- N.O. Vandalism or willful damage to RTA property or equipment, or to another RTA employee's property or equipment while on RTA premises.
- O.P. Fighting or any physical violence on RTA property or while on duty except to prevent personal injury.
- P.Q. 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 involves consists of a physical condition that creates a substantial risk of death, loss of a body member, organ or paralysis a substantial risk of death, protracted loss or impairment of the function of any body member or organ, protracted significant disfigurement, or extended or extreme physical pain) 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.R. Fueling a personal vehicle using an RTA fueling resources without documented authorization from a Lead Supervisor, Manager or Director.
- R.S. A Bus Operator An employee knowingly starting and/or removing an RTA vehicle from RTA property that is "red-tagged" (unable to be used for any reason).
- S.T. The use of cellular telephones, pagers, radios, MP3 or other portable music or video players, including the use of peripheral equipment

such as watches, earphones, earbuds, "Bluetooth" equipment and other hands-free devices while operating an RTA vehicle.

~~T.U.~~ U. Allowing an unauthorized person to operate an RTA vehicle.

~~U.V.~~ V. 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~~ **SECTION 10. Suspension and Administrative Leave** – Except as provided in ~~Section 10~~ Section 9 herein, RTA 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~~ **SECTION 11. Suspension To Protect the Public Safety** – RTA shall have the right to suspend any employee for a period not exceed three (3) work days with pay for any act or omission of the employee of such a nature that RTA deems that it would be detrimental to the public's safety to retain the employee on duty status. Within three (3) work days, RTA 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, RTA 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 RTA buses and facilities is governed by RTA'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 RTA Service.~~

~~Passenger violations of RTA's Passenger Code of Conduct will allow Bus Operators to call for assistance from an RTA Supervisor. Any behavior that is perceived by the Bus Operator to risk imminent damage to 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. RTA 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, the RTA 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 the RTA 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 the RTA. In the event no laid off

employees report within the time specified above, the RTA shall be free to hire a new person or persons to fill the vacancy or vacancies. Persons employed by the RTA 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 the RTA.

SECTION 3. Fitness for Duty – As a condition of continued employment with the RTA, 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 – RTA'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 RTA 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 RTA 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 the RTA 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 the RTA 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, the RTA 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 – The RTA will make every effort to issue the payroll every other Friday starting no later than 5:00 a.m. In the event a Holiday falls on a Friday, the RTA 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 RTA all items issued by RTA 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 RTA property his last day worked.

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 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 RTA Lead Operations Supervisor determines that the value of the property is greater than \$100, the item will be turned over to the San Luis Obispo Police Department; all other non-perishable items shall be held by RTA 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. The RTA agrees to pay for a portion of the provision of medical, dental, and vision insurance for the life of this Agreement for eligible Full-Time employees, and medical insurance for Part-Time/Health-Benefited employees. Full-Time and Part-Time/Health-Benefited

statuses under this Agreement are defined in Article 31 Section 1 for Bus Operators and in Article 40 Section 1 for maintenance employees.

- B. The month following ratification of this Agreement, the RTA will pay 100% of the monthly contribution for the employee's medical insurance premium. If the employee elects to cover a spouse and/or one or more dependents, the following RTA contributions apply:
1. **Silver Plan:** the RTA will make a monthly contribution equating to 85% of the monthly premium, and the employee is responsible for paying the remaining amount.
 2. **Gold Plan:** the RTA will make a monthly contribution equating to 62% of the monthly premium, and the employee is responsible for paying the remaining amount.
- C. All Full-Time employees are also be provided dental and vision insurance coverage at no cost to the employee. If a full-time employee elects to cover a spouse or one or more dependents, the RTA will make a monthly contribution equating to 85% of the monthly premium, and the employee is responsible for paying the remaining amount.
- D. The RTA may change insurance carriers at any time, as long as a comparable level of insurance benefits is maintained.

~~Following ratification of this Agreement, commencing on July 1, 2023 and for the duration of this Agreement, the RTA will pay 100% of the monthly contribution for the employee's medical insurance premium (for the remainder of calendar year 2023, this equates to \$988.80). If the employee elects to cover one dependent, the RTA will make a monthly contribution equating to 70% of the monthly premium for the Affordable Care Act-qualifying medical plan option (as of January 1, 2023, known as the "Anthem Silver PPO Plan," or \$995 per month for the remainder of calendar year 2023), and the employee is responsible for paying the remaining amount. If the employee elects to cover two or more dependents, the RTA will make a monthly contribution equating to 70% of the Anthem Silver~~

~~PPO Plan monthly premium (\$1,290 for the remainder of calendar year 2023), and the employee is responsible for paying the remaining amount.~~

~~All Full-Time employees are also be provided dental and vision insurance coverage (as of January 1, 2023, these plans are known as Delta Dental PPO and VSP Vision) at no cost to the employee. Following ratification of this Agreement, commencing on July 1, 2023 and for the duration of this Agreement, if a full-time employee elects to cover one dependent, the RTA will make a monthly contribution equating to 70% of the monthly premium (\$65 for dental insurance and \$8 toward for vision insurance for the remainder of calendar year 2023), and the employee is responsible for paying the remaining amount. If the full-time employee elects to cover two or more dependents, the RTA will make a monthly contribution equating to 70% of the monthly premium (\$105 toward the dental insurance premium and \$12 for vision insurance for the remainder of calendar year 2023), and the employee is responsible for paying the remaining amount~~

~~The RTA 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. RTA-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 RTA 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 and/or Part-Time/Health-Benefited employees who can demonstrate during Open Enrollment that they have ACA-qualifying Medical Benefits through another means and who do not elect to receive Medical Benefits through RTA may "opt out" of the medical benefit and shall receive an incidental payment of \$125 monthly in lieu of the contribution as defined above.

SECTION 4. Prescription Safety Eyewear – The RTA will reimburse the cost of prescription safety eyewear on an as needed basis for maintenance employees who are required to wear eye protection in order to safely perform their job. A reimbursement request greater than \$400 will require Executive Director approval. For the purposes of this Section, “as needed” shall be defined as upon hire, when a maintenance employee subsequently begins wearing prescription eye glasses, when a maintenance employee submits an Incident Report stating how existing protective eyewear has become damaged while on duty, or when the employee’s prescription changes enough to warrant issuing a new set of eyewear.

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 RTA up to \$500 per occurrence, provided a police report that details all stolen or damaged items is filed and a copy provided to RTA. Such reimbursement shall be paid upon submission of replacement receipt that clearly portrays the employee’s actual out-of-pocket costs for replacement.

ARTICLE 26

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 Executive Director for approval. The Executive Director 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 RTA property, except annual RTA 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 paid sick leave or protected leave (also known as "moonlighting"), except as provided in Section 1 of this Article, terminates his/her employment with the RTA unless otherwise mutually agreed to between the RTA and the Union.

When it is proven that any employee abuses any RTA leave privilege or if he/she should feign an illness, such employee is subject to discipline as prescribed in Article 17.

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 (1) year period.

SECTION 3. Bereavement Leave – The State of California requires employers to provide five (5) days of protected 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 the Full-Time employee is permitted to use Sick Leave, personal days, Vacation days, or leave without pay for the remaining two (2) days. Part-Time and Casual employees may use Sick Leave or leave without pay. Additional bereavement leave for Full-Time, Part-Time or Casual employees beyond the five (5) days may be approved by the employee's department manager upon written request. Bereavement Leave does not need to be taken in consecutive days.

The bereavement leave will be applied to the employee's parents (including step-parents), spouse, children, step-children, brothers (including in-law), sisters (including in-law), grandchildren, 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, or requests the time to grieve for their lost family member.

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~~ Doctor's Note – The Executive Director or designee 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 to by a physician and a release from his/her physician showing that he/she is able to return to work.

Any Bus Operator returning to work from sick leave shall notify the Dispatcher 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 the Manager, Maintenance and Facilities, at least one (1) hour prior to the start of his/her shift or assignment.

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 RTA, an unpaid leave may be granted by the RTA Executive Director. Under this circumstance, the RTA, the employee and a Union representative will meet to 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 Executive Director.

ARTICLE 27

Fare-Free Transportation

All employees and their immediate family members covered by this Agreement shall be provided fare-free transportation over all RTA 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 step-children 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 immediately report to the Dispatcher via radio or cell phone each vehicle collision, incident, or safety incident occurring during the employee's run or shift. If the Dispatcher determines a written report must be filed and directs the employee to do so, such report shall be made at the completion of the employee's run or shift. Employees shall not be required to carry, answer, or use a personal cellular phone while on duty.

For the purposes of this Article 28, an "incident" means as any occurrence, event or action (regardless of how minor) which presents a threat, risk or operational problem to the RTA, its passengers, or members of the general public.

Employees who are directed to submit a written report shall be allowed twenty (20) minutes for making such report, except that no allowance shall be granted when said report can be completed during scheduled paid time. 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 the RTA 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 City of San Luis Obispo, 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 the RTA. 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 the RTA for the three (3) days paid by the RTA.

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 the RTA 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.

The RTA 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 Executive Director will cast the deciding vote.

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.

SECTION III – BUS OPERATOR PROVISIONS

ARTICLE 31

Bus Operations and Operators

SECTION 1. Full-Time Bus Operator – The Company shall have Full-Time, Part-Time/Health-Benefited and Part-Time Bus Operator positions as established upon ratification of the collective bargaining Agreement. Positions shall be determined annually through the operating program (budget) adopted by the RTA Board. Full-Time Bus Operators shall be any employee who operates a fixed-route bus, Runabout, Dial-a-Ride or Trolley who bids a scheduled run that regularly works thirty-five (35) hours per week or more. Part-Time/Health-Benefited Bus Operators shall be any employee who regularly works more than thirty (30) hours per week but less than thirty-five (35) hours per week.

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/Health-Benefited and Part-Time Bus Operators may apply for the position by completing an RTA 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. The RTA 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 the RTA. An assigned scheduled run shall include full-time fixed route and Runabout runs, part-time fixed-route and Runabout runs, trippers and Extra Board assignments.

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

Bus Operators shall be required to report at specific times according to published bid information before their runs are scheduled to leave 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. Bus 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. Holidays as defined in Article 36 will be counted as work performed for the purposes of calculating hourly overtime pay.

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

SECTION 5. Hours of Work on Regular Runs – The RTA 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 – The RTA shall hold a general sign up ~~one~~ at least three (3) times each calendar year, generally in January, May and August. The RTA and the Union shall agree on specific dates, with consideration for service changes, holidays, and operational planning needs. Additional sign-ups may be scheduled by the RTA.

Not less than twenty-one (21) calendar days before the first day of bidding, the RTA shall issue the draft bid materials to the Bus Operator Stewards for review. Fifteen (15) calendar days prior to the bid day, the RTA will meet with the Bus Operator Stewards to review all proposed routes, runs and bid

materials for accuracy and if it violates any of the CBA requirements.
Clerical and CBA violation errors will be corrected by the RTA, and the bid
will be posted no later than seven (7) calendar days prior to bidding day.
~~At a time seven (7) calendar days before a general sign up, the RTA 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 Bus Operator seniority list and a Part-Time Bus Operator 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 an RTA-approved return to work date are not eligible to bid. Bus Operators returning from leave have bumping privileges per Section 10 of this Article.

New Bus Operator hirees will be provided an opportunity to bid Biddable Runs Not Bid (as described in Article 31, Section 12) by their ~~fifth day~~^{tenth} (10th) day of initial training. In the event two or more Bus Operator hirees have the same training start date, their seniority priority will be based on their employment application submittal time/date.

If another transit agency whose operating employees are covered under a valid collective bargaining agreement with the Teamsters consolidate into the RTA, those new employees' seniority will be dovetailed into the RTA Seniority List based on each employee's original hire date with the consolidating agency. If those new operating employees are not covered by a valid collective bargaining agreement with the Union, then, both a "Primary RTA Seniority" list and a "Secondary RTA 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 RTA 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 RTA Consolidation Seniority" list will have the first opportunity to fill the vacated run.

The General Sign Up procedure may be changed by mutual agreement between the RTA 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 the RTA notice of his/her intention to do so within twenty-four (24) hours after the change became effective. Bus Operators who are bumped by the exercising of this privilege shall have the right to exercise their seniority in the selection of other runs. The change in the assignment of runs selected under the provisions of this Section shall become effective within three (3) calendar days after the new selection is made.

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

SECTION 11. Vacated Runs – A vacated run shall mean a run vacated voluntarily or through suspension, dismissal from service, leave of absence for military service, death of regular Bus Operator, or absence due to long-term illness. An absence is considered long-term if it exceeds 12 weeks. Vacated regular runs will be assigned to the Extra Board Bus Operators or 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)~~ seven (7) 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 Operators, 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 – The RTA 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, RTA 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

Extra Board Bus Operators and Part-Time Bus Operators

SECTION 1. Operations of the Extra Board:

- A. There shall be one (1) common Extra Board with the positions on said board established in seniority order.
- B. At the general sign up, the number of Extra Board positions will be determined by the RTA and posted.
- C. A rotating Extra Board system, posted in seniority order, will be used, utilizing the "first up - first out" method. This system of operating may be changed at any time by mutual consent of the RTA and the Union.
- D. General rules regulating Bus Operators relative to sick leave, miss-outs, etc., shall apply to all Extra Board Bus Operators.
- E. The RTA will endeavor to provide two (2) consecutive days off for all Extra Board Bus Operators. To be considered a full-time employee all general rules regulating the thirty-five (35) hour work week for regular Bus Operators will apply to Extra Board Bus Operators.

- F. Extra Board Bus Operators shall be certified, willing and able to operate all RTA routes, vehicles and schedules as assigned by the RTA Dispatcher.

SECTION 2. Part-Time Bus 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 and Part-Time/Health-Benefited Bus Operators shall regularly work less than thirty-five (35) hours per week.
- B. Part-Time and Part-Time/Health-Benefited 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 Operators 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-Time 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.

- D. **Return to Full-Time Status** – Casual Bus Operators may only return to regular Part-Time 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-Time 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.
- E. **Delayed Status** – Frequent changes in work status between regular Part-Time and Full-Time Bus Operator and Casual Bus Operator positions are disruptive to the operation and often make it difficult to reliably cover shifts. Therefore, RTA may deny or delay requests to change status. When a Casual Bus Operator requests promotion to a regular Part-Time 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, 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 Company shall maintain and post a monthly physical sign-up sheet for the Open Shift Call List; Bus Operators wishing to be placed on the Open Shift Call List to cover open assignments shall sign the sheet by the 20th day of the prior month. The Open Shift Call List will be posted by the 28th day of the previous months for the upcoming month.~~ 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 the RTA at least sixty (60) 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”. 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)~~ one-hundred fifty (150) 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)~~ one-hundred fifty (150) 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 an Operations 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)~~ one-hundred fifty (150) 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 an Operations 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)~~ one-hundred fifty (150) 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 the RTA 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 for work, within five (5) hours from the time they were scheduled to report, shall be considered absent without leave and be subject to the steps detailed in Article 17, however, in the event they are called, the Bus Operator must report within one (1) hour.

SECTION 4. Waiver – The RTA 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 Bus Operators 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** – Bus Operators 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** – Bus Operators may carry over accumulated Sick Pay up to a maximum of 200 hours.
- 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 Bus Operator's basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Sick Time payments to Bus Operators 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 a Bus Operator 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 a Bus Operator 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:

Bus Operator Vacation Accrual				
Level	Hrs / Pay Period	Total Hrs/Yr	40-Hour Weeks/Yr	Days/Yr
New Hire to 364 days	3.39	88.14	2.2	11.02
1 Year to 1 Year + 364 days	3.39	88.14	2.2	11.02
2 Years to 2 Years + 364 days	5.59	145.34	3.6	18.17
3 Years to 3 Years + 364 days	5.59	145.34	3.6	18.17
4 Years to 4 Years + 364 days	5.59	145.34	3.6	18.17
5 Years to 5 Years + 364 days	5.59	145.34	3.6	18.17
<u>4 Years to 4 Years + 364 days</u>	<u>7.24</u>	<u>188.24</u>	<u>4.7</u>	<u>23.53</u>
<u>5 Years to 5 Years + 364 days</u>	<u>7.24</u>	<u>188.24</u>	<u>4.7</u>	<u>23.53</u>
6+ Years	7.79	202.54	5.1	25.32

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** – Bus Operators may use Vacation Time pay for vacation, sick time or personal leave.
- C. **Maximum** – Bus Operators may accumulate Vacation Time from year to year up to a maximum of 184 hours. Should Bus Operator'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. Bus Operators 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 a Bus Operator 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 Bus Operator 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 ensure 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 Bus Operator's basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Vacation Time payments to Bus Operators 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 a Bus Operator 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 a Bus Operator in an overtime pay status.

ARTICLE 36

Holidays

SECTION 1. 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
Christmas Day*
Independence Day*
Labor Day
Thanksgiving Day

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

SECTION 3. Eligibility – All eligible Full-Time 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 Bus Operator 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 Bus Operators 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 Bus Operator 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 a Bus Operator to lay off on, or part of, the Holiday or his/her work day immediately following or preceding a Holiday, the Bus Operator will not be penalized the Holiday pay time.

ARTICLE 37

Retirement Benefits

SECTION 1. Accrual Rate – For all eligible Full-Time Bus Operators, the RTA 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 Operators as defined in Article 31 Section 1, the rate of contribution shall be ~~\$30.00 per pay period~~ \$50.00 per pay period.

SECTION 2. RTA Matching to Employee Contributions – Any Bus Operator may contribute to the 457 plan based on the employee's needs. The RTA will match the employee's contribution up to ~~1.5% of the employee's gross pay~~ 3.0% of the employee's gross pay. 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 a one-time wage increase on January 1, 2026 and an annual contract wage increase on ~~January 1~~ July 1 of each year, as well as an annual merit wage increase on each employee's anniversary date.

Bus Operator Wage Scale			
Level	2023	2024	2025
New Hire	\$22.36	\$23.25	\$23.95
1 Year	\$23.05	\$23.98	\$24.69
2 Year	\$23.96	\$24.91	\$25.66
3 Year	\$24.56	\$25.55	\$26.31
4 Year	\$25.27	\$26.28	\$27.07
5 Year	\$26.11	\$27.16	\$27.97
6 Year	\$26.94	\$28.02	\$28.86
7 Year	\$27.77	\$28.88	\$29.75
8 Year	\$28.62	\$29.77	\$30.66
9 Year	\$30.00	\$31.19	\$32.13

Bus Operator Wage Scale			
Level	1-Jan-26	1-Jul-26	1-Jul-27
New Hire	\$25.25	\$26.32	\$27.31
After 1 Year	\$26.26	\$27.38	\$28.41
After 2 Years	\$27.31	\$28.47	\$29.54
After 3 Years	\$28.40	\$29.61	\$30.72
After 4 Years	\$29.54	\$30.80	\$31.96
After 5 Years	\$30.72	\$32.03	\$33.23
After 6 Years	\$33.33	\$34.75	\$36.05

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

- A. The amount indicated in the table above, 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.

SECTION 2. No Wage Reduction – No Bus Operator 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 \$2.00 per hour, in addition to the Bus Operator's hourly wage rate, while performing these duties.

SECTION 5. Weekend Premium Pay – A Bus Operator who works a "Saturday" or "Sunday" level of service, including periods on or between Holidays in which "Saturday" or "Sunday" service is scheduled by the RTA will be will be paid a premium of \$4.00 per hour, in addition to the Bus Operator's hourly wage rate, while performing these duties. Shift

differential pay for Weekend work will only apply to hours worked, not to paid leave usage.

ARTICLE 39

Operator Uniforms

SECTION 1. Uniform Vendor – Bus Operators may purchase uniforms at the RTA'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. Bus 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 – RTA 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* - RTA 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.

SECTION IV – MAINTENANCE EMPLOYEE PROVISIONS

ARTICLE 40

Maintenance Department

SECTION 1. Hours of Work – The Company shall have Full-Time, Part-Time/Health-Benefited 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 RTA Board. All regular Full-Time maintenance department employees shall be guaranteed a five (5) day work week, except where Holidays intervene and regularly work thirty-five (35) hours per week or more. 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. Part-Time/Health-Benefited employees shall be any employee who regularly works more than thirty (30) hours per week but less than thirty-five (35) hours per week. Holidays as defined in Article 36 will be counted as work performed for the purposes of calculating hourly overtime pay.

When a Full-Time 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/Health-Benefited and Part-Time employees may apply for the position by completing an RTA 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. The RTA shall review all applications and notify all applicants of their status.

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, a maintenance employee shall receive a minimum of two (2) hours pay at the applicable overtime rate.

- B. **Holiday On-Call Pay** – ~~When necessary, the company will designate a Holiday on-call employee based on the overtime standing of the shop. 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 RTA service area, be accessible by an RTA-provided cellular phone, remain fit for duty and to report to the nearest RTA operating site within 15 minutes~~**On-Call Pay** – When necessary, the Company will designate an on-call employee based on the overtime standing of the shop. An on-call employee shall receive two (2) hours of pay at their normal rate for being on-call that day, in addition to all applicable pay such as Holiday pay. If called in to work, they will additionally receive pay for all hours worked beginning at the time the employee initially communicates with a Company representative about the service emergency. The on-call employee is required to remain within 30 minutes of the RTA service area, remain fit for duty, and begin traveling to the service emergency site or the Bus Maintenance Facility within fifteen (15) minutes of the phone call. On call employees may use the Company provided cell phone.
- C. **Work Week** – The work week will be five (5) consecutive eight-hour (8) days.
- C.D. **Readiness for Work** – Each Maintenance department employee shall be mentally and physically ready for work at time of clock-in, including being fully dress in a Company provided uniform and footwear. Readiness begins at the start of the employee's shift and when they return to work at the end of each unpaid break (i.e., lunch). Each maintenance department employee will be allowed up to 15 minutes of paid time before the end of their shift to allow for uniform change, if desired. It shall be understood that in addition to uniform change, the company will allow sufficient paid time to safely secure equipment, finalize paperwork, clean up and decontaminate, which

employees are able to complete before the end of their scheduled shift.

SECTION 2. Job Assignments – The Manager, Maintenance and Facilities shall assign work shifts for all classifications in the department based upon the employee's ability, skills and knowledge of 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 the RTA, where it is practicable, shall be directed to the maintenance employees through the on-duty supervisor. Every maintenance 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 maintenance 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 a maintenance employee to receive training or orientation, the RTA 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:

- A. With the exception of Mechanic Tool Inventory reports, all reports and time slips shall be made on the RTA's time. Maintenance employees shall be permitted to clock in not more than ten (10) minutes before the beginning of their work period.
- B. Each shift shall have two (2) ten (10) minute breaks.

- C. Miss-Outs – A “miss-out” is defined to be: 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 the RTA at least sixty (60) 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)~~ one-hundred fifty (150) day period, the maintenance 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)~~ one-hundred fifty (150) day period, the maintenance 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 maintenance employee, by direction of management, 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)~~ one-hundred fifty (150) day period, the maintenance 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 maintenance employee, by direction of management, 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 fifty (150) ~~one-hundred eighty (180)~~ day period, the maintenance 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 the RTA 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. A maintenance 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** – Maintenance employees who fail to report and make themselves available for work, within five (5) hours from the time they were scheduled to report, shall be considered absent without leave and be subject to the steps detailed in Article 17, however, in the event they are called, the employee must report within one (1) hour.
- E. **Waiver** – The RTA 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:

- A. Rubber boots, hats and raincoats will be furnished to maintenance employees by the Company when necessary.
- B. The RTA shall furnish regulation coveralls or two-piece uniforms, at each maintenance employee’s option. In addition, RTA shall furnish jackets, and annual belt and steel-toed boot allowances. A boot allowance of \$250 will be paid annually on the first pay period in the month of January. Maintenance employees wearing two-piece uniforms must wear shirt inside trousers with a belt. The RTA 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, maintenance employees shall turn in their coveralls or two-piece uniforms and jacket.
- C. The RTA shall provide all specialty tools that are required or tools for new equipment that are required for vehicle and facility repairs.

Mechanics will be required to provide all hand tools in order to perform their job. The RTA will repair or replace broken or stolen tools, provided a Police Report is provided in case of the latter. Each Mechanic will provide a Tool Inventory (developed on the Mechanic's own time) annually and/or as the value of the Mechanic's tools increases by 10%. Replacement tools provided by the RTA will be the same or equivalent value. The RTA will advise Mechanics when any items on the Tool Inventory list are not applicable to RTA's needs and are thus not covered under this section.

- D. The Company will have power tools available for maintenance employees required to use power tools. RTA shall provide all specialty tools that are required or tools for new equipment that are required for vehicle and facility repairs.

~~**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 transferring from the operations department to the maintenance department.~~

~~**SECTION 7**~~**SECTION 6. Layoffs** – In the event of a layoff in the maintenance department, the employee with the least RTA 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 RTA seniority anywhere in a maintenance department classification where he/she is qualified.

~~**SECTION 8**~~**SECTION 7. Training Materials** – The RTA will provide the Automotive Service Excellence Test Preparation Transit Bus Certificate and Study Guide and Practice Test Pack H1-T8 for use by Mechanics.

ARTICLE 41

Sick Time and Vacation for Maintenance and Utility Employees

SECTION 1. Sick Time

- A. **Accrual Rate** – All maintenance 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** – Maintenance 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** – Maintenance employees may carry over accumulated Sick Pay up to a maximum of 200 hours.
- 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 maintenance employee's basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Sick Time payments to maintenance 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 a maintenance 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 a maintenance employee in an overtime pay status.

SECTION 2. Vacation Time

- A. **Accrual Rate** – All eligible Full-Time maintenance employees as defined in Article 40 Section 1 shall accrue Vacation Time at the following rates:

Maintenance Employee Vacation Accrual				
Level	Hrs / Pay Period	Total Hrs/Yr	40-Hour Weeks/Yr	Days/Yr
New Hire to 364 days	3.73	96.98	2.4	12.12
1 Year to 1 Year + 364 days	3.73	96.98	2.4	12.12
2 Years to 2 Years + 364 days	6.15	159.90	4.0	19.99
3 Years to 3 Years + 364 days	6.15	159.90	4.0	19.99
4 Years to 4 Years + 364 days	6.15	159.90	4.0	19.99
5 Years to 5 Years + 364 days	6.15	159.90	4.0	19.99
<u>4 Years to 4 Years + 364 days</u>	<u>7.97</u>	<u>207.22</u>	<u>5.2</u>	<u>25.90</u>
<u>5 Years to 5 Years + 364 days</u>	<u>7.97</u>	<u>207.22</u>	<u>5.2</u>	<u>25.90</u>
6+ Years	8.57	222.82	5.6	27.85

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** – Maintenance employees may use Vacation Time pay for vacation, sick time or personal leave.
- C. **Maximum** – Maintenance 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. Maintenance 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 a maintenance 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 ensure 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 maintenance employee's basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Vacation Time payments to maintenance 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 a maintenance employee in an overtime pay status.

ARTICLE 42

Mechanic and Utility Holidays

SECTION 1. Overtime Paid for Recognized Holidays – For all Full-Time maintenance employees, time and one-half hours shall be paid for Holidays worked as follows:

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

SECTION 2. Day Shifting – In the event one of the legal Holidays mentioned in this Article falls on a Sunday, the Monday following the Sunday shall be the Holiday. Should a Holiday fall on a Saturday, the

preceding Friday shall be the Holiday. Fixed date Holidays (*) are exempt from the weekend shifting. Should the Holiday fall on a Monday and it is officially declared a legal Holiday, then that day only would be considered a Holiday within the meaning of this Agreement.

SECTION 3. Eligibility – All eligible full-time maintenance employees shall receive eight (8) hours at their regular straight time rate of pay for the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day provided such employee completes their work assignment on their last scheduled or assigned work day prior to such Holiday and their first scheduled or assigned work day after such Holidays. It is agreed that those maintenance 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.

SECTION 4. Qualifying – No maintenance employee shall be eligible for Holiday pay or Holiday premiums unless he has reported for work on his regularly scheduled days immediately preceding and immediately following the Holiday, unless absence from work is caused by excused leave or certified illness, but in no event shall an employee be eligible for Holiday pay unless he has worked or received compensation during the Holiday week.

SECTION 5. Forced Work – Forced Holiday work will be in reverse seniority order.

ARTICLE 43

Retirement Benefits

SECTION 1. Accrual Rate – For all eligible Full-Time maintenance employees, the RTA shall contribute a fixed dollar amount per pay period to a deferred compensation 457 program administered by the Company.

For all eligible full-time maintenance employees as defined in Article 40 Section 1, the rate of contribution shall be \$50.00 per pay period. ~~shall be:~~

~~Hire date to 2 years _____ \$15.00 per pay period~~
~~2 years to 7 years of service _____ \$30.00 per pay period~~
~~7+ years of service _____ \$45.00 per pay period~~

SECTION 2. RTA Matching to Employee Contributions – Any maintenance employee may contribute to the 457 plan based on the employee's needs. The RTA will match the employee's contribution up to 1.5% of the employee's gross pay ~~3.0% of the employee's gross pay~~. Employees should consult IRS regulations on the maximum contribution allowed annually.

ARTICLE 44

Hourly Wages – Maintenance Employees

SECTION 1. Wage Increases – Each maintenance employee will receive a one-time wage increase on January 1, 2026 and an annual contract wage increase on January-July 1 of each year, as well as an annual merit wage increase on each employee's anniversary date.

Mechanic A	1-Jan-26	1-Jul-26	1-Jul-27
Step 1	\$43.27	\$45.11	\$46.80
Step 2	\$44.73	\$46.63	\$48.38
Step 3	\$46.24	\$48.21	\$50.02
Step 4	\$47.78	\$49.81	\$51.68
Step 5	\$49.38	\$51.48	\$53.41
Step 6	\$51.05	\$53.22	\$55.22
Step 7	\$54.61	\$56.93	\$59.06

Mechanic B	1-Jan-26	1-Jul-26	1-Jul-27
Step 1	\$35.67	\$37.19	\$38.58
Step 2	\$36.55	\$38.10	\$39.53
Step 3	\$37.60	\$39.20	\$40.67
Step 4	\$38.68	\$40.32	\$41.83
Step 5	\$39.79	\$41.48	\$43.04
Step 6	\$40.95	\$42.69	\$44.29
Step 7	\$43.28	\$45.12	\$46.81

Mechanic C	1-Jan-26	1-Jul-26	1-Jul-27
Step 1	\$29.21	\$30.45	\$31.59
Step 2	\$30.03	\$31.31	\$32.48
Step 3	\$30.85	\$32.16	\$33.37
Step 4	\$31.72	\$33.07	\$34.31
Step 5	\$32.62	\$34.01	\$35.29
Step 6	\$33.54	\$34.97	\$36.28
Step 7	\$35.53	\$37.04	\$38.43

Apprentice	1-Jan-26	1-Jul-26	1-Jul-27
Step 1	\$24.18	\$25.21	\$26.16
Step 2	\$25.77	\$26.87	\$27.88
Step 3	\$29.20	\$30.44	\$31.58

Utility	1-Jan-26	1-Jul-26	1-Jul-27
Step 1	\$24.07	\$25.09	\$26.03
Step 2	\$24.79	\$25.84	\$26.81
Step 3	\$25.52	\$26.60	\$27.60
Step 4	\$26.28	\$27.40	\$28.43
Step 5	\$27.06	\$28.21	\$29.27
Step 6	\$27.89	\$29.08	\$30.17
Step 7	\$28.78	\$30.00	\$31.13

Parts Clerk	1-Jan-26	1-Jul-26	1-Jul-27
Step 1	\$28.78	\$30.00	\$31.13
Step 2	\$29.64	\$30.90	\$32.06
Step 3	\$30.52	\$31.82	\$33.01
Step 4	\$31.43	\$32.77	\$34.00
Step 5	\$32.37	\$33.75	\$35.02
Step 6	\$33.35	\$34.77	\$36.07
Step 7	\$34.42	\$35.88	\$37.23

Mechanic-A Wage Scale			
Step	2023	2024	2025
Step 1	\$39.13	\$40.69	\$41.91
Step 2	\$40.44	\$42.06	\$43.32
Step 3	\$41.80	\$43.47	\$44.78
Step 4	\$43.20	\$44.93	\$46.28
Step 5	\$44.65	\$46.43	\$47.83
Step 6	\$46.16	\$48.00	\$49.44
Step 7	\$49.37	\$51.35	\$52.89

Mechanic-B Wage Scale			
Step	2023	2024	2025
Step 1	\$32.25	\$33.54	\$34.55
Step 2	\$33.05	\$34.37	\$35.40
Step 3	\$34.00	\$35.36	\$36.42
Step 4	\$34.97	\$36.37	\$37.46
Step 5	\$35.98	\$37.42	\$38.54
Step 6	\$37.02	\$38.50	\$39.66
Step 7	\$39.13	\$40.70	\$41.92

Mechanic-C Wage Scale			
Step	2023	2024	2025
Step 1	\$26.41	\$27.47	\$28.29
Step 2	\$27.14	\$28.23	\$29.08
Step 3	\$27.90	\$29.01	\$29.88
Step 4	\$28.68	\$29.83	\$30.72
Step 5	\$29.49	\$30.67	\$31.59
Step 6	\$30.33	\$31.54	\$32.48
Step 7	\$32.12	\$33.41	\$34.41

Apprentice Wage Scale			
Step	2023	2024	2025
1 Year	\$21.88	\$22.75	\$23.43
2 Year	\$23.31	\$24.24	\$24.97
3 Year	\$26.41	\$27.47	\$28.29

Utility Wage Scale			
Step	2023	2024	2025
Step 1	\$21.76	\$22.63	\$23.31
Step 2	\$22.41	\$23.31	\$24.01
Step 3	\$23.08	\$24.00	\$24.72
Step 4	\$23.76	\$24.71	\$25.45
Step 5	\$24.47	\$25.45	\$26.21
Step 6	\$25.21	\$26.22	\$27.01
Step 7	\$26.02	\$27.06	\$27.87

Parts Clerk Wage Scale			
Step	2023	2024	2025
1 Year	\$26.02	\$27.06	\$27.87
2 Year	\$26.80	\$27.88	\$28.71
3 Year	\$27.60	\$28.70	\$29.56
4 Year	\$28.42	\$29.55	\$30.44
5 Year	\$29.27	\$30.44	\$31.35
6 Year	\$30.15	\$31.36	\$32.30
7 Year	\$31.12	\$32.36	\$33.34

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

- A. The amount indicated in the tables above, 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.

SECTION 2. No Wage Reduction – No maintenance 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 maintenance employee wage increases will take effect at the start of the next full pay period following the dates discussed above.

SECTION 4. Premium Pay – A Utility employee who is assigned by management to drive a vehicle requiring a Commercial Driver’s License on public streets will be paid a premium of \$2.00 per hour, in addition to the employee’s hourly wage rate, for the entire day during which the employee was expressly assigned to drive said vehicle in non-revenue service.

SECTION 5. Lead Mechanic Pay – The RTA, at its sole discretion, will select and schedule a Lead Mechanic for each early morning weekday shift and for each weekday evening “swing” shift. The Mechanic who is assigned to work as Lead Mechanic will be paid a premium of \$2.50 per hour, in addition to his or her base wage, for his or her entire shift. Lead Mechanic Pay will only apply to hours worked, not to paid leave usage.

SECTION 6. Lead Utility Pay – The RTA, at its sole discretion, will select and schedule a weekday Lead Utility employee. The Utility employee who is assigned to work as Lead Utility will be paid a premium of \$2.00 per hour, in addition to his or her base wage, for his or her entire shift. Lead Utility Pay will only apply to hours worked, not to paid leave usage.

SECTION 7. Swing Shift Differential Pay – A Mechanic who is assigned to work an evening “swing” shift that ends after 7:30 PM will be paid a differential premium of \$1.50 per hour for all hours worked during the shift. The Lead Mechanic working the swing shift will be paid both the Lead Mechanic pay and the Swing Shift Differential pay in addition to his or her base pay. Swing Shift Differential Pay will only apply to hours worked, not to paid leave usage.

SECTION 8. Tool Allowance – Each Mechanic A, B or C will be paid ~~\$150 per month~~ \$175 per month to serve as a tool allowance. The payment will be included on the eligible employee’s first paycheck of each month.

FOR THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

Carla Wixom, President

Geoff Straw, Executive Director

Jenna Morton, Counsel

DATED: _____

FOR THE TEAMSTERS LOCAL 986

Cliff Reynolds, Area Coordinator

John Holcomb, Steward

James Lacher, Steward

Domingo Pimentel, Steward

DATED: _____

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