

**MEMORANDUM OF UNDERSTANDING
FOR THE
MAINTENANCE AND
ADMINISTRATIVE UNIT**

Between



And

**TEAMSTERS UNION
LOCAL 166**



Effective July 1, 2021 through June 30, 2024

**LOCAL 166
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN,
INDUSTRIAL AND ALLIED WORKERS OF AMERICA**

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**ARTICLE 1
PREAMBLE**

- 1.1. This Memorandum of Understanding hereinafter referred to as the "M.O.U.", has been prepared to meet the requirements of the Government Code Sections 3500 et seq.
- 1.2. Therefore, this M.O.U. is made and entered into this 1st day of July 2021 by and between Omnitrans, San Bernardino, California, hereinafter referred to as the "Employer" and Teamsters Union Local No. 166 (hereinafter referred to as the "Union"). Reference to the Parties shall include both the Employer and the Union.
- 1.3. It is mutually agreed that all negotiations related to this Memorandum of Understanding shall be transacted between the CEO/General Manager of Omnitrans or their designee and the Secretary Treasurer of Teamsters Union Local 166 or their designee.

**ARTICLE 2
EXCLUSIVE REPRESENTATIVE**

- 2.1. The Employer recognizes the Union as the exclusive representative for the purpose of meeting and conferring on salaries, wages, hours and other terms and conditions of employment of all Omnitrans employees within the Unit.
- 2.2. For the purposes of this M.O.U., the Maintenance and Administrative/Support Unit shall be composed of all regular full-time and/or part-time personnel in the following classifications: Accounting Clerk, Administrative Clerk, Body and Paint Worker, Building Maintenance Mechanic, Custodian, Equipment Mechanic, Customer Service

Representative I, Maintenance Clerk, Stops and Stations Worker, Customer Service Representative II, Mechanic Helper, Parts Clerk, and Vehicle Service Worker.

- 2.3.** The Union agrees that the foregoing represents the appropriate Unit.
- 2.4.** The Parties agree that subsequent to the execution of the M.O.U. and during the period of time said M.O.U. is before the Board of Directors, neither the Union nor the Employer nor their authorized representatives will appear before the Board of Directors individually or collectively to advocate any amendment, addition or deletions to the terms and conditions of this M.O.U. It is further understood that this Article shall not preclude the Parties from appearing before the Board of Directors to advocate or urge the adoption and approval of this M.O.U. in its entirety. Disputes pertaining to this Article are not subject to the grievance procedure included in this M.O.U.

ARTICLE 3 THE UNION OBLIGATION

- 3.1.** The Union agrees that the employees of the Unit which it represents should individually and collectively perform efficient service; that it will use its influence and best effort to protect the effectiveness of the service rendered by the Employer; that it will safeguard the integrity of employee performance to the maximum extent possible, and that it will cooperate in promoting and advancing the morale of its employees and the welfare of the Employer. The Union is obligated to actively support the Employer's efforts to eliminate waste, conserve materials and supplies, uphold high standards of workmanship and safety practices, and minimize absenteeism, tardiness, and carelessness. The Union further agrees to encourage the submission of improvement and cost reduction ideas.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.1.** All management rights and functions shall remain vested exclusively with the Employer except those that clearly and expressly are limited in this M.O.U. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:
- 4.1.1.** The right to determine the mission of each of its departments.
 - 4.1.2.** The right to full and exclusive control of the management of the Employer; supervision of all operations; determination of the position, assignment, direction, location and determination of the size and mission of the work force.
 - 4.1.3.** The right to determine the work to be done by the employees, including establishment of levels of service, and staffing patterns.
 - 4.1.4.** The right to change or introduce new or improved operations, methods, means, facilities, or to contract for work to be done.
 - 4.1.5.** The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to establish, revise and enforce work rules; to schedule work time and time off; to transfer, reassign and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.

ARTICLE 5

EMPLOYEE'S RIGHTS

- 5.1.** The Employer shall notify each person hired in any one of the covered job classifications that the Union is the exclusive representative for employees in the Unit and of their rights here within.
- 5.2.** All employees shall have the following rights:
1. To form, join, and participate in the activities of the Union.
 2. To refuse to join or participate in the activities of the Union.
 3. To be represented by the Union or to represent themselves individually in their employee relations with the Agency on issues not subject to meet and confer, consistent with State law.
 4. To be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the Agency, supervision, or other employees, or the Union as a result of the exercise of rights granted in this Article.
- 5.3.** If an employee's employment is interrupted due to temporary layoff or Leave of Absence for more than thirty (30) calendar days, the Union will be notified so that the employee may be placed on honorable withdrawal from the Union. When the employee returns to work, the Union will be notified so that the employee may be placed on active status.
- 5.4.** The Employer, upon written request of the Union Business Representative, shall provide to the Union with the status of employees for the purpose of reconciling the employee's membership status.
- 5.5.** After the hire of any new employee, the Employer shall notify the Union in writing

within 30 days of the employee's name, phone number, address, date of hire, location of employment, classification, and rate of pay. The Employer shall afford the Union an opportunity for a representative to speak with any such new employee during any new employee orientation .

- 5.6.** The Union shall indemnify and hold harmless the Employer from any and all claims, demands, suits or forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, including the reasonable costs of any defense made necessary by any such liability, claim, suit or dispute.

ARTICLE 6 DUES DEDUCTIONS

- 6.1.** The Employer agrees to deduct regular dues from the wages of its employees as so requested in writing, all initiation fees and dues stipulated by the Union and to transmit the money so deducted to the Union as hereinafter provided. Any employee desiring to have such deductions must sign a proper form authorizing such deduction from their pay. Such a written authorization may be revoked by the employee by written notice to the Union during the ten (10) day period prior to the end of any such applicable yearly period or during the ten (10) day period prior to the termination date of any applicable M.O.U., whichever occurs sooner. The Union shall provide a copy to the Employer at least once per quarter by the extent required by law. In the absence of such notice of revocation, the authorization shall be renewed for each additional yearly period, or until the end of the M.O.U., whichever occurs sooner. The Employee payroll deduction authorization shall be for a single amount for dues deductions and shall be deducted two (2) times per month for a total of twenty-four (24) per year. Deductions for all employees who authorized deductions shall be in uniform amounts.

- 6.2.** Initiation fees shall be deducted as authorized above from eight (8) successive payroll deductions in equal amounts.
- 6.3.** In case any employee does not have the total amount of any deduction, or more, due them on any payroll from which deductions are made in respect of other such employees, the deduction shall be made out of the next succeeding payroll upon which such employee has the total amount, or more, due. It is agreed that authorized deductions for government taxes and for the purpose of paying indebtedness to the Employer, garnishments and deductions required by law to be made by the Employer shall have priority over deductions for Union dues.
- 6.4.** The total amount of any such deductions shall be delivered to the Union by the tenth (10th) day of the month following the month in which the deduction was taken by the Employer by check drawn to the order of the Union. Upon the issuance of such check and the transmission of same to the Local Union, all responsibility on the part of the Employer shall cease with respect to any amount so deducted. The Employer shall not be bound in any manner to see to the application of the procedures of any such check, nor to investigate the authority of any designated officer of said Union to sign any request, to accept any such check or to collect the same.
- 6.5.** The Union will provide the Employer a billing statement by the fifteenth (15th) of each month for deductions to be taken in the current month.
- 6.6.** The Union shall indemnify and hold harmless the Employer from any and all claims, demands, suits or forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with this Article, including the reasonable costs of any defense made necessary by such liability, claim, suit or dispute.

- 6.7.** The Union shall keep an adequate itemized record of its financial transactions and shall make annually to the Employer, and upon request, to the employees who are members of the Union within one hundred eighty (180) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and operating statement certified as to accuracy by the President and Treasurer or corresponding Principle Officer or by a Certified Public Accountant. A copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

ARTICLE 7 CONTINUITY OF SERVICE

- 7.1.** It is agreed and understood that there will be no concerted activities including, but not limited to: strike, work stoppage, slowdown, sick-in, picketing, refusal or failure to fully and faithfully perform job functions and responsibilities, other interference with the operations of the Employer by the Union or by its officers, agents, or members, or compliance with the request of other labor organizations to engage in such activities.
- 7.2.** The Union recognizes the duty and obligation of its representatives to comply with the provisions of this M.O.U., and to make every effort toward inducing all Bargaining Unit members to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the Employer by employees who are represented by the Union, the Union agrees in good faith to take all steps possible to cause employees to cease such action.
- 7.3.** It is agreed and understood that any employee violating this Article, may be subject to disciplinary action up to and including loss of pay and/or termination by the Employer.

- 7.4.** It is agreed and understood that there will be no lockout of employees during the term of this M.O.U. Any layoff, shutdown, or curtailment of service for economic or business considerations shall not be construed or found to be a lockout.

ARTICLE 8 SEVERABILITY

- 8.1.** If for any reason, a section, part, term, or provision provided herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation of a court, state and/or federal agency having valid jurisdiction, such section, part, term, or provision shall be considered severable. Such determination shall not impair the operation or affect the remaining portions, sections, parts, terms, or provisions of this M.O.U. and the latter will be continued in full force and effect.
- 8.2.** It is further provided that in the event any provision or provisions are so declared to be in conflict with such law, rule, or regulation, both Parties shall meet within thirty (30) days for the purpose of renegotiating the provision or provisions so invalidated.

ARTICLE 9 ACCESS TO WORK LOCATIONS

- 9.1.** The authorized Business Representatives of the Union shall have access to the Employer's work areas during working hours for the purpose of investigating grievances that have arisen, attending meetings in accordance with the Grievance Procedures and ascertaining whether or not this M.O.U. is being observed. Before entering the work area, the Business Representative shall report to the Department Director or other authorized Employer Representative, who shall permit said Business Representative to enter the Employer's work area(s), provided that such right shall be exercised reasonably and will not interfere with the normal conduct of the Employer's operations. Should such access be denied, a meeting shall be arranged at a mutually agreeable time.
- 9.2.** The Union shall supply to the Employer, in writing and signed by its authorized representative, with the name, official title and term of office for any and all representatives designated by it for the purpose of monitoring or administering the terms and conditions of this M.O.U., and those members shall serve at the pleasure of the Executive Officer of the Local Union. The Employer shall not be bound to recognize anyone not so represented.

ARTICLE 10 SHOP STEWARD PROVISION

- 10.1.** The Employer agrees to recognize the Stewards as duly authorized by the Union to represent those employees covered by the terms of this M.O.U. The number of Stewards shall be in that number required with a minimum of one (1) per facility to assure each employee in the Bargaining Unit ready access to a Steward in their assigned work location.
- 10.2.** For the purposes outlined above, the Union agrees to supply the Employer in writing the names of the Union Stewards. The Employer will provide this information to each first level Supervisor having authority over employees

covered by this M.O.U. A current list of Shop Stewards shall be posted on Union bulletin boards

- 10.3.** Subject to other provisions of this Article, reasonable and necessary time off during work hours shall be authorized without loss of pay or benefits to permit Stewards to carry out their responsibilities to the employees in the Bargaining Unit and will not unreasonably interfere with assigned duties. Furthermore, the Union will ensure that Stewards engage only in those activities, which are authorized by this M.O.U. or appropriate regulations.
- 10.4.** The Stewards or other employees as designated shall be allowed to attend a Labor-Management Meeting during working hours, without loss of pay, once every three (3) months or as agreed to by the Employer and the Union. The Union agrees that there shall be no other organized Union meetings conducted on the Employer's property except with the expressed permission of the Director of Maintenance or said designee. This shall not prevent the Steward from performing his required duties at the workplace. Sufficient time shall be arraigned to allow the Stewards time during normal working hours for the processing of grievances without loss of regular straight time pay by the Steward(s) and the aggrieved employee(s) involved.
- 10.5.** Recognizing the mutual benefit of resolving problems at the lowest level, an employee(s) who have a complaint or grievance may discuss the matter with their Shop Steward. The necessary time away from the Steward's official work assignment shall be scheduled as far in advance as practical to minimize interruptions of workflow. When the Steward finds it necessary to discuss a problem or Labor-Management disagreement with Bargaining Unit employee(s) and/or management official, they shall request permission to leave their work area from their Supervisor. Upon entering the work area of another Supervisor's responsibility, the Steward will contact the Supervisor before

attempting to contact any employee. In each instance, the Supervisor's permission will be granted promptly unless compelling work commitments dictate otherwise. If permission is denied, the Supervisor will promptly establish an alternate time for the Shop Steward to contact the employee(s).

- 10.6.** Subject to operational requirements, official time for the Union Stewards to attend Union training sessions will ordinarily be granted. The Union will notify the Employer in writing, at least ten (10) workdays before any scheduled training. Such remuneration will be without pay from the Employer. The Union shall be responsible for that Steward's wage for the training period.

- 10.7.** The scope of the Steward's activities on Employer time shall be limited to the following:
 - 10.7.1.** To consult with an employee regarding the presentation of a request concerning this M.O.U., complaint or grievance for which the employee desires the Steward to be present.

 - 10.7.2.** To investigate a complaint or grievance before presentation to the appropriate Manager/Supervisor.

 - 10.7.3.** To present a request concerning this M.O.U, complaint or grievance to an employee's immediate Supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.

 - 10.7.4.** To meet with an appropriate Manager/Supervisor or other designated representative of the Employer when necessary to adjust grievances in accordance with the grievance procedure of this M.O.U.

- 10.7.5.** To attend grievance meetings and/or arbitrations as directed by the Union.
- 10.8.** Shop Stewards have no authority to take strike action or any other action interrupting the Employer's business. The Employer, in so recognizing such limitation, shall have the authority to impose proper discipline, including discharge, in the event a Shop Steward has taken unauthorized strike action, slow down, work stoppage or other action(s) in violation of this M.O.U. Any such disciplinary action shall be subject to the grievance and arbitration procedure defined herein. Should the Employer prove the individual(s) did participate in such action in violation of this provision; the disciplinary action shall not be altered. Should the Employer fail to prove the individual(s) participated in such acts; the Arbitrator shall be empowered to make the individual(s) "whole", if warranted.
- 10.9.** The Shop Steward shall be an employee of the Employer, selected from among those employees whom the Steward represents. The area of jurisdiction shall be determined by mutual agreement of the Employer and the Union.
- 10.10** The Shop Steward shall respond to complaints or grievances occurring under his jurisdiction as provided for in the Grievance Procedure. There shall be no solicitation of complaints or grievances.

ARTICLE 11 USE OF BULLETIN BOARDS

- 11.1.** The Union may use bulletin boards located on the Employer property under the following conditions:

- 11.1.1.** The actual posting of all materials will be done by the designated Union Representative or designated representative as soon as possible. Unless other arrangements are made, materials posted will be removed thirty (30) days after the publication date or upon expiration date, whichever is applicable.
- 11.1.2.** The Employer reserves the right to determine where bulletin boards shall be placed and will provide adequate space for such boards so that they will be readily accessible to the employees. At least one (1) board will be placed in each major Employer facility.
- 11.1.3.** If the Union does not abide by these rules, it may forfeit the right to have materials posted on bulletin boards. Additionally, the Union may use portions of bulletin boards to post the following materials only:

 - 11.1.3.1.** Scheduled Union meeting's agenda and minutes.
 - 11.1.3.2.** Information on Union elections and the results.
 - 11.1.3.3.** Information regarding Union social, recreational and related news bulletins falling within the scope of representation.
 - 11.1.3.4.** Reports of official business of the Union, including reports of committees and the Board of Directors.
- 11.1.4.** Posted notices shall not be obscene, defamatory, or of a partisan political nature, nor shall they pertain to public issues which do not involve the Employer or its labor relations with the employees. All

notices to be posted must be dated and signed by an authorized representative of the Union.

- 11.1.5.** In cases where the Union represents more than one (1) authorized employee Unit at a work location, the space described above shall become the bulletin board space for all employees represented by the Unions at that work location.
- 11.1.6.** The Union may use Employer inter-office mail and/or employee mailboxes to distribute correspondence to employees relating to grievances or distribute bulletins which shall be signed and dated by an authorized representative of the Union and submitted to the Director of Human Resources or designee for distribution. The Union will hold the Employer harmless against any loss or delay in delivery.

 - 11.1.6.1.** Items submitted for distribution through Employer interoffice mail shall not be obscene, defamatory, or of a partisan political nature, nor shall they pertain to public issues which do not involve the Employer or its labor relations with the employees.
 - 11.1.6.2.** If the Union does not abide by these rules, it may forfeit the right to have items distributed through the Employer interoffice mail.
- 11.2.** A copy of such interoffice mail or any bulletin posting will be sent to the Director of Human Resources or their designee simultaneous with the delivery of such interoffice mail or bulletin posting.

ARTICLE 12 MANAGEMENT BULLETINS

- 12.1. All Management Bulletins/Notices to employees will be posted for a minimum of seven (7) days unless rescinded.
- 12.2. Bulletins/Notices requiring action on the part of employees will be posted no less than forty-eight (48) hours prior to such action being required except in emergencies or circumstances beyond the control of the Employer.
- 12.3. The Employer shall make available, in a central location in each department/division, copies of all management bulletin/notices to employees and/or employee representatives for their review.
- 12.4. A copy of such bulletin or Employer posting will be sent to the Union simultaneously with the posting of such document.

ARTICLE 13 GRIEVANCE PROCEDURE

GENERAL PROVISIONS

- 13.1. No retribution or prejudice shall be suffered by employees making use of the grievance procedure by reason of such use.
- 13.2. Should either party fail to comply with said time limits, the matter shall be deemed resolved against the party who failed to comply with the time limit.

- 13.3.** The grievant shall be present at all steps of the grievance procedure. An aggrieved employee shall have the right to be represented by a designated Union Steward or Employee Representative at any step in the grievance procedure. Employees desiring Union representation must also submit a copy of the grievance to the Union.
- 13.4.** The employee is solely responsible for notifying their representative of any scheduled meetings and to provide that representative with any and all documentation regarding the action and grievance that the employee wishes to share with the representative.
- 13.5.** All known information and facts that are related to the grievance shall be presented during the initial grievance meeting. Additional information may be presented at subsequent meetings in the process provided such information is directly pertinent to the original grievance. It is the intent of the Parties that all pertinent information concerning the questioned issue be disclosed between the Parties at each step-in order to expedite the resolution process.
- 13.6.** Time limits and/or step(s) in the grievance procedure may be waived or extended by mutual written agreement between the Parties.
- 13.7.** All grievances must be submitted on the Employer Employee Grievance Review Request form. All portions of the form must be completed.
- 13.8.** Requests to advance a grievance to the next higher step must be made on the Employer Employee Grievance Advancement form.
- 13.9.** A copy of the results of each grievance step will be provided to the grievant

and the Union representative.

DEFINITION

13.10. A grievance is defined as:

13.10.1. An alleged violation, with respect to the application of this MOU, any supplemental MOU, Omnitrans personnel rules and regulations, and other policies and practices.

13.10.2. It is further agreed that this grievance procedure will apply to any alleged violation with respect to the application of the provisions of the MOU, any supplemental MOU, Omnitrans' personnel rules and regulations, and other policies and practices unless otherwise agreed by the Parties.

13.11. For the purpose of the administration of this Article, a calendar day shall be defined as commencing at 12:00 a.m. and continues through 11:59 p.m. the same day.

13.12. The date of receipt of the disciplinary action and the date of the grievance meeting will not count as day one (1). The intent is that the date of issuance shall be concerned day zero.

13.13. Any grievance or dispute which may arise between the Parties including the application, meaning or interpretation of this MOU, will proceed in the following manner. The procedures outlined herein constitute the formal steps to process an employee's grievance. The grievance must be submitted in writing within ten (10) calendar days after its occurrence or date of knowledge, whichever occurs first.

INFORMAL STEP

- 13.14.** A mandatory informal grievance meeting (with or without a Union Steward) with the employee's immediate supervisor is required before any grievance will be admitted into the formal grievance procedure.

FORMAL STEPS

- 13.15. Step 1.** The employee, with or without the Union representative, shall reduce to writing and submit the grievance to the employee's next higher-level supervisor or their designee within ten (10) calendar days after the occurrence of the alleged violation or date of knowledge, whichever occurs first. The supervisor shall then respond in writing to the employee and Union within (10) calendar days.

- Step 2.** To advance a grievance beyond Step 1, it shall be presented in writing by the employee, with or without the Union representative, to the Department Director or their designee within ten (10) calendar days after receipt of the Step 1 written response. The Department Director shall meet and discuss the grievance with the employee/Union and respond in writing within ten (10) calendar days after the day of the Step 2 grievance meeting.

- Step 3.** If the grievance has not been resolved in Step 2, it shall be presented by the employee, with or without the Union representative to the CEO/General Manager or their designee in writing within ten (10) calendar days after the receipt of the Step 2 written response of the Department Director is received. The CEO/General Manager shall meet and discuss the grievance with the employee/Union and respond in writing to the employee/Union within ten (10) calendar days after receipt of the Step 2 written response from the employee/Union to the CEO/General Manager.

- Step 4.** If the grievance is not resolved in Step 3, within ten (10) calendar days after completion of Step 3, the employee, with or without the Union representative,

may request in writing, that the grievance be referred to a Grievance Committee, made up of a representative appointed by the Employer, a representative appointed by the Union and a third (3rd) impartial party mutually selected by the Parties. The third (3rd) impartial party shall be selected from a list of not more than seven (7) names furnished by the State Mediation and Conciliation Service. A separate list shall be obtained for each action pursuant to this procedure. Each party shall strike one (1) name from the list until only one (1) name remains. The first party to strike a name shall be determined by lot.

The expenses of the Arbitration and Court Reporter or the cost of the State Mediation and Conciliation Service list shall be borne equally by the Employer and Union. Any other expenses shall be paid for by the party incurring such costs.

The Grievance Committee shall, within thirty (30) days from receipt of the appeal, hold a hearing to receive testimony and submit its decision to the CEO/General Manager for implementation or further appeal.

The Committee shall have no authority to alter in any way the terms and conditions of this MOU and shall confine its decision to a determination of the facts and an interpretation and application of this MOU.

In considering recommendations for modification or reversal of a disciplinary action, the Committee should consider the following:

1. The weight of evidence supporting or denying the need for disciplinary action.
2. Whether or not substantive violations or omissions of procedure for disciplinary action were made.

3. Whether the action taken was unreasonable, capricious, or arbitrary in view of the offense.

ARTICLE 14 SICK LEAVE AND ATTENDANCE

SICK LEAVE

- **Definition.** Sick leave with pay is an insurance or protection provided by Omnitrans to be granted in circumstances of adversity to promote the health of the individual regular full-time employee. It is not an earned right to time off from work. Sick leave is defined to mean the legitimate absence from duty of a full-time employee because of physical or mental illness or injury, pregnancy, or attendance to a member of the immediate family, or for a medical, optical, or dental appointment. Immediate family is defined as spouse, dependent child or stepchild living in home or minor of permanent legal custody, mother, father, brother, sister, or domestic partner as defined by California Code Section 297.
- 14.2.** In no event will the use of sick leave for the care of the immediate family (Kin Care statutes) exceed a total of forty-eight (48) hours per calendar year.
- 14.3.** **Accrual.** For employees hired after the ratification of this Agreement, absence of regular full-time employees from duty due to illness or injury shall be permitted with pay only under the following conditions:
 - 14.3.1.** There shall be no paid sick leave during the first 1040 hours of actual hours worked or compensated as defined in Articles 14.5 and 32.2.

- 14.3.2.** After 1040 hours of actual hours worked as defined in Articles 14.5 and 32.2, sick pay shall be accrued for illness according to the following:
- 14.3.2.1.** Forty-eight (48) hours will be posted at the conclusion of the first 1040 hours of actual hours worked.
- 14.3.2.2.** Additional sick leave will accrue at a rate of one (1) hour for every 21.66 regular hours actually worked.
- 14.4.** Earned sick leave shall be available for use the first day following the payroll period in which it accrued.
- 14.5.** Vacation, jury duty, Employer compensated military duty (USSERA), and non- operational holiday time will be considered as actual hours worked for the purpose of sick leave accrual. All time worked in excess of the normal forty (40) hour work week or if a nonoperational holiday occurs on an employee's day off will not be counted for the purpose of sick leave accrual.
- 14.6.** **Usage.** Sick Leave Benefits shall be predicated upon employee's availability of unused accrued sick leave in accordance with the conditions listed below.
- 14.6.1.** Since employees are not eligible to receive disability pay until the eight (8th) calendar day of disability, employees who are absent due to non-work-related illness or injury and are eligible for State Disability Insurance (SDI) benefits, may receive sick leave pay during the seven (7) calendar day waiting period.
- 14.6.2.** When the employee receives disability benefits, the amount of sick leave paid by the Employer must be reduced by the disability

amount so that the two together do not exceed one hundred percent (100%) of the employee's normal compensation. The amount of sick leave payable to the employee is computed, paid, and deducted from the employee's sick leave accrual.

- 14.6.3. Advance payment of accrued sick leave may be arraigned in cases where the waiting period imposes an undue hardship.
- 14.6.4. All requests for advance payment must be referred to Human Resource for approval.
- 14.6.5. All days compensated through the sick leave provisions will be paid at the normal pay periods, and at the regular straight time rate for the employee's regular work shift.

14.7. **Accumulation.** Stipulations for sick leave accumulation are as follows:

- 14.7.1. Sick leave will be cumulative to a maximum of twelve hundred (1,200) hours.
- 14.7.2. The charge against accrued sick leave shall be actual time used; rounded to the nearest tenth (10th) of an hour.

14.8. **Administration.**

- 14.8.1. **Notice of Sickness:** The employee will notify their immediate supervisor or said designee of a family sickness or employee sickness prior to the beginning of each scheduled shift. Such notification may be made to a predesignated Department phone

number(s) or email(s) or in person. Management in each Department shall be responsible for providing employees with the appropriate contact information.

Omnitrans will post a copy on a bulletin board in each Department /Division of the current phone number(s) / email(s).

Failure to follow this procedure may lead to disciplinary action of the employee.

- 14.8.2. **Proof:** In instances where possible abuse or improper use of sick leave is indicated, the supervisor may request a doctor's certificate or other adequate proof of illness. All absences of three (3) days or more will require a written doctor's release to return to work.
- 14.8.3. If the illness is for a qualifying family member, then a return to work/school for the family member with doctor's confirmation or other adequate proof of illness will be submitted to return to work for all absences of three (3) days or more.
- 14.8.4. **Improper Use:** Evidence substantiating the use of sick leave for trivial indispositions, instance of misrepresentation or violation of the rules defined herein, shall be construed as grounds for disciplinary action up to and including discharge.
- 14.8.5. **Payment of Unused Sick Leave.** Employees who hold regular full-time status with Omnitrans, shall receive compensation in accordance with the following:

14.8.5.1. Upon voluntary resignation, retirement, or death after ten (10) years of service, an employee or the estate of the employee will be paid fifty percent (50%) of all accrued but unused sick leave.

14.8.5.2. A represented active employee who has accumulated sick leave pay of more than one hundred and twenty (120) hours as of the close of the first pay period ending in November may choose to retain all unused accumulated sick leave and continue to accrue sick leave or to receive a single payment at his / her current rate of pay for the amount up to the annual accrual amount of ninety six (96) hours minus sick hours used in prior year, using a floating twelve (12) month period. If the employee elects to receive payment, it shall be paid in the first pay period of December of that year.

14.8.6. **Industrial Injuries.** Compensation for industrial injuries shall be in accordance with the State of California's legal requirements, which means that the injured employee will be paid for scheduled hours on the day of injury, then a three (3) day waiting period without pay will be served before Workers' Compensation benefits of approximately two-thirds (2/3) of normal earnings begin. The employee may use banked sick leave to fill the three (3) day waiting period. Sick Leave may be used to supplement Workers' Compensation benefits. All unused Sick Leave not utilized will remain in the employee sick leave bank.

14.8.7. **Family Temporary Disability Insurance.** Employees will be required to use two (2) weeks of their earned but unused vacation leave prior to the FTDI benefits in addition to the forty-eight (48) sick hours allocated for kin care. (Refer to

ATTENDANCE

14.9. Administration: An employee who reached a sixth (6th) counted absence in a floating twelve (12) month period shall be required to provide proof of illness or injury from a licensed physician, chiropractor, or osteopath for any additional absences or until absenteeism falls below six (6) counted absences in a floating twelve (12) month period.

14.9.1. Progressive discipline will be applied to employees who have excessive absenteeism. To determine attendance, a floating twelve (12) months will be used. Each counted absence will drop off or clear after twelve (12) months has elapsed. An employee must be in an active work status during this twelve (12) month period. "Active Work Status" is defined as days worked, or in a paid duty status while on vacation, holiday, jury or military duty, or authorized union business.

Progressive discipline will be issued for the following absence violations.

- 6 absences-Consultation will be issued
- 8 absences-Written reprimand will be issued
- 10 absences-Final reprimand will be issued with a three (3) day suspension
- 11 absences-Discharge will result

14.9.2. Method of Reviewing Absences:

14.9.2.1. One-half (1/2) day (to four (4) in a floating twelve (12) month period) = One-half (1/2) absence

One (1) day= One (1) absence

- 14.9.2.2.** Two (2) or more consecutive days off work for the same reason when verified by a certificate of treatment as defined in 14.9.2.1. above shall count as one (1) absence only. Failure to provide certificate of treatment shall be counted as a separate absence for each day.
- 14.9.3.** All days absent are counted absences except if an employee is on an approved leave of absence, vacation, holiday, bereavement, jury or military duty, or authorized Union business. Doctor's appointments will be counted as absences unless the employee submits medical verification to Human Resources or their designee that they are required to have medical appointments for a specified period of time for continuing pre-scheduled medical treatment. This verification must include the nature of the appointment and how many appointments are anticipated, and such notice of medical appointment must be at least forty-eight (48) hours before the appointments are scheduled to begin.
- 14.9.4.** With verification, any employee who is hospitalized or recovering from surgery will not be charged with a counted absence.
- 14.9.5.** Employees who are late reporting to work will be charged one-half (1/2) absence. Employees reporting late to work after four (4) hours will be charged a full absence.
- 14.9.6.** Each absence of four (4) hours or less shall count as one-half (1/2) day, for purposes of administration of Section 14.9.2.1,

up to a maximum of four (4) in a floating twelve (12) month period. All partial days taken above four (4) shall count as a full day.

14.9.7. WELLNESS VISITS: Employees can use one (1) eight (8) hour day or two (2) four (4) hour days per calendar year to keep Doctor appointments without being charged an absence. After notifying the Company of such Wellness Visit, documentation shall be provided to the Company demonstrating such visit to avoid being charged an absence. Failure to provide such documentation shall result in a charged absence.

ARTICLE 15 HOLIDAYS

15.1. There are a total of eleven (11) scheduled holidays during the calendar year. These holidays are divided into Non-Operational Holidays and Operational Holidays.

15.2. Non-Operational Holidays are days on which no transit service is provided and include:

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

15.3. Operational Holidays are days on which transit service is provided and include:

President's Day (the third Monday in February),	Veterans Day	Columbus Day (second Monday in October),
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Day after Thanksgiving	////////////////////	Day before Christmas
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15.4. All full-time employees not required to work operational holidays (because they occur on a regularly scheduled day off), will be compensated for such a holiday with eight (8) hours at the straight time rate pay. Operational holidays will be compensated at eight (8) hours at the straight time rate pay only if the employee is in a regular pay status during any portion of the workday immediately preceding and following the holiday pursuant to Personnel Policy Section 613.

**ARTICLE 16
BEREAVEMENT LEAVE**

16.1. Up to five (5) normally scheduled workdays of Bereavement Leave will be granted to an employee on the active payroll who, because of death in the employee's immediate family, as defined herein, takes time off from work during his normal work schedule. The first three (3) days of an employee's Bereavement Leave shall be paid by the Employer at the employees normal regularly scheduled hours at the employee's regular straight time rate of pay. Any additional days up to a maximum of five (5) days shall be in accordance with 16.2 below.

16.2. In accordance with Personnel Policy 609, an employee, at their option, may utilize either sick leave, vacation, or choose to take the leave as an approved unpaid absence. Pay for such leave shall be for normal regularly scheduled hours at the employee's regular straight time rate. Verification shall be provided to the Employer within seven (7) days after taking Bereavement Leave.

- 16.3.** For the purpose of this Article as it relates to death in the immediate family, "immediate family" is defined as the employee's:

Spouse, mother, father, mother-in-law, father-in-law, children (including minors of permanent legal custody), stepchildren, brother, sister, grandparents, grandchildren, employee Aunt or Uncle.

ARTICLE 17 STANDARD WORK WEEK

- 17.1.** The standard workday represents the time period for which an employee is regularly scheduled for work during a twenty-four (24) hour period commencing from the start of the employee's assigned shift. A regularly scheduled time period that commences before midnight and ends the following day shall be reported for payroll purposes as time worked for the day in which the time period began.

ARTICLE 18 STANDARD PAY/ WORK PERIOD

- 18.1.** The standard pay period shall consist of eighty (80) hours in fourteen (14) consecutive days, which shall commence at 12:00 a.m. Monday and ends at 11:59 p.m. on Sunday.
- 18.2.** The standard work period shall consist of forty (40) hours in seven (7) consecutive days, which shall commence at 12:00 a.m. Monday and ends at 11:59 p.m. on Sunday.

- 18.2.1.** For Administrative / Support employees only, an optional work schedule of eighty (80) hours in nine (9) workdays, may be implemented, continued, or discontinued at the sole discretion of the Department Director based on the business needs of the Department. Refer to Addendum "C" for administration of 9/80 work schedule.
- 18.3.** All full-time employees in the Unit will be guaranteed forty (40) hours in seven (7) consecutive days, which shall commence at 12:00 a.m., Monday. To be eligible for this guarantee, the employees must have worked their entire scheduled workweek. Actual time worked for purposes of computing guaranteed time will include and be limited to the following: jury duty, approved vacation time and non-operational holiday time, provided however, that the non-operational holiday does not occur on the employee's day off.
- 18.4.** Holiday pay for Full Time employees shall be eight (8) hours at the straight time rate of pay pursuant to Personnel Policy 613.

ARTICLE 19 COMPREHENSIVE BENEFITS

- 19.1** PERS contributions shall be deducted from employee earnings at seven (7%), or % mandated by CalPERS, of the employee's gross pay on a pretax basis and forwarded to the employee(s) appropriate PERS retirement account.
- 19.2** The Employer shall pay the State Disability Insurance premium on a per pay period basis.
- 19.3** Health, Vision and Dental Insurance - The Employer will make available health, vision and dental insurance or any other program(s) mutually agreed upon by the Parties as contained in Appendix "B". The effective date of coverage will be

in accordance with the pay schedule. Coverage includes an Accidental Death and Dismemberment Policy with the face values equal to the amount of life insurance provided.

19.3.1 The Medical Plan shall also offer an Opt Out Provision to employees whose spouses have creditable coverage either through this Plan or any other creditable Plan. Employees shall also have the right to Opt back into the Plan should such other creditable coverage cease. Such Opt back in shall become effective the month following notification of such loss of alternative coverage. Employee must provide appropriate document to either opt out or opt back into the Plan.

19.4 Effective the month following ratification of this Agreement and thereafter, the Company shall contribute to the appropriate Health and Welfare Plans the following contributions;

Full Time (30 or more hours consistently)	Kaiser	Anthem Blue Cross
Single	Company Pays 100%	Company Pays 100%
Employee +1	Company Pays 90%	Company Pays 90%
Family	Company Pays 70%	Company Pays 70%

19.4.1 The monthly benefit allowance for Part Time (defined by the Trust) employees shall be;

Upon Ratification	\$280.00 per month
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19.4.2 Any portion of the premiums not covered by the Employer contribution shall be automatically deducted from the employee's paycheck on a pretax basis.

19.4.3 The Employer shall continue to provide to each full-time employee life insurance coverage in the amount of \$30,000.

ARTICLE 20 VACATIONS

20.1. Every full-time employee will have the opportunity to take his or her vacation annually with consideration given to the wellbeing of the employee.

20.2. Full time employees in the Unit shall accrue vacation time in the following manner:

Completed Years of Continuous Service*	Vacation Accrual for Every 26 Regular Hours Actually Worked
One (1) Year**	One (1) hour
Five (5) Years	One and one half (1 %) hours
Ten (10) Years	Two (2) hours
Twenty (20) Years	

20.3. No employee will be allowed to accumulate more than two (2) years' accruals at their specific accrual rate. When the employees' vacation accrual reaches two (2) years maximum, the employee will no longer accrue vacation until the accumulated balance drops below two (2) years' accruals.

20.4. Eligible employees with an annual accrual of three (3) or more weeks of vacation per year after taking and/or scheduling a minimum of eighty (80) hours vacation for the current calendar year shall be permitted to request a minimum of one (1) week pay in lieu of time off and a maximum of two (2) weeks' pay in lieu of time off (reference Personnel Policy 606 for eligibility). All requests must be made and received in October each year. Finance will process the approved request with the first pay date in November.

20.5. Vacation, jury duty, and non-operational holiday time, provided however, that the non-operational holiday time does not occur on the employee's day off, will be considered as actual hours worked. All time worked in excess of the normal forty (40) hour work period will not be counted for the purpose of vacation accrual.

*Service year begins on initial date of employment.

VACATION BIDDING

- 20.6.** Vacation bidding will be processed based upon past practice of each affected Department within the Employer.
- 20.6.1.** For positions not subject to vacation bidding, vacation requests may be submitted no less than twenty-four (24) hours before the date requested. Requests will be returned to the employee as soon as practicable.
- 20.6.2.** Vacation bidding will be conducted for maintenance (non-clerical) positions as described below.
- 20.7. MAINTENANCE:** Vacations will be bid annually, during the month of November by classification seniority within the Division. Bidding employees shall be allowed to bid and be awarded by seniority a minimum of one (1) employee per week by classification seniority per shift.
- 20.8.** Vacation bids will be posted fourteen (14) calendar days prior to the start of bidding and will include the same number of days as the workweek and will start on Monday and end on the following Sunday. Employees shall have up to five (5) minutes to complete their vacation bid selection.
- 20.9.** **Proxy Bids** - In the event an employee is physically unable to report for a vacation bid, that employee shall submit to their Union Steward, in writing, a list of their choices for duty schedule, listed in order of selection preference. A duplicate of this proxy bid will be furnished to the employee and initialed and dated by the designated Steward.
- 20.10. Casual Vacation Periods:**
- 20.11.** All maintenance (non-clerical) employees shall have the option to designate up to nine (9) days (5x8 or 4x10) of earned vacation hours accrued as of December 31st of the preceding year as casual vacation.

- 20.12.** Casual vacations may be taken in four (4) hour or eight (8) hour increments for 5X8 shifts or five (5) or ten (10) hour increments for 4X10 shifts. A limit of two (2) consecutive days at a time may be requested.
- 20.13.** Casual vacation may not be used for scheduled work on closed holidays or for pay during scheduled suspensions.
- 20.14.** Casual vacations may be used for any personal reason(s), provided that the employee requests such vacation from their immediate supervisor, on an "Omnitrans Employee Vacation/Sick Leave Request form".
- 20.15.** Requests for casual vacations may be submitted no more than thirty (30) days prior to the date requested or no less than twenty-four (24) hours before the date requested. Requests will be returned to the employee as soon as practicable.
- 20.16.** One (1) casual vacation bid slot will be allowed for each calendar day for each classification per Division. Each classification will have their own casual bid sheet, one (1) calendar day for each shift per division: Building Maintenance Mechanics and Custodians will share the same casual vacation calendar. If more than one (1) employee request the same casual day at the same time, the most senior employee will be granted the day requested.
- 20.17.** Casual vacations will be granted on a first request, first granted basis.
- 20.18.** The employee must verify that the requested casual vacation has been granted prior to the employee taking such casual vacation.
- 20.19.** Casual vacations may be canceled upon specific request on an "Omnitrans

Employee Vacation/Sick Leave Request form" when the cancellation request is submitted no later than twenty-four (24) hours prior to the original scheduled start date.

ARTICLE 21 OVERTIME PAY

- 21.1.** The Employer will pay time and one-half (1 ½ %) the straight time rate of pay for hours actually worked over forty (40) hours in a standard work period.

- 21.2.** Actual time worked for purposes of computing overtime shall include and be limited to the following: Employer compensated jury duty, approved Union business concerning Omnitrans, military duty which does not occur on the employee's normal days off, approved vacation time, approved paid leave of absence, and non-operational holiday time, provided however, that the non-operational holiday does not occur on the employee's day off.

- 21.3.** Overtime compensation will only be paid with prior authorization from supervisory personnel.

MAINTENANCE OFFER OF OVERTIME

- 21.4** It is understood and agreed that the Employer reserves the right to require employees covered hereby to perform a reasonable amount of overtime work in order to meet the Employer's requirements. When such overtime is required, the Employer will make every effort to notify the employee(s) immediately upon learning of the overtime requirement.
 - 21.4.1.** The Employer will attempt to meet its daily overtime requirements on a voluntary basis by seniority among the employees present in the classification, on that shift, in the Division where the employees perform

the work on a straight time basis. The Employer will attempt to meet its overtime requirements for Saturdays, Sundays (scheduled days off) or operating Holidays, on a voluntary basis by seniority, among the employees in the classification, on that shift, in the Division, who normally perform the work on a straight time basis. Overtime will be offered to Maintenance employees based on seniority within their respective classification if, in the determination of the Employer, they are able to perform the specific assigned task.

- 21.5.** Employees volunteering to work available overtime must sign the specific overtime roster displayed in the Division office. The posted roster shall include the next six (6) consecutive calendar days.

The posted rosters shall include spaces for the employee's printed name, seniority date, classification, shift and signature. It is the employee's responsibility to supply the Employer with an accurate telephone number. The overtime roster shall remain posted until 6:00PM the regular workday prior to the workday in which the overtime may be required for the Division. All entries must be clearly legible. In signing the overtime roster, an employee is committing to work any overtime required for that day's overtime assignment.

Failure to work overtime in reference to this section, when personally notified by Employer, may lead to discipline of the employee in accordance with the attendance policy.

- 21.6.** When overtime is necessary in the Division, the Supervisor will assign the most senior employee(s) from the roster by seniority within the classification in which the overtime is required. If there are insufficient volunteers, the least senior employee(s) in the classification, in the Division, on that shift, will be assigned the overtime work. If the Employer is forced to go to another

classification in the Division to fulfill the overtime requirement, the Lead position(s) of the needed classification will be considered first. If an employee has not signed up on the overtime roster, the employee shall have no claim to the overtime.

- 21.7.** The least senior employee present in the classification may be forced, if needed to work overtime on a daily basis.
- 21.8.** The least senior employee who normally performs the work on a straight time basis may be forced for "Saturday", "Sunday" (scheduled days off) or operational "Holidays." Overtime will be offered to Maintenance employees based on seniority within their respective classification if, in the determination of the Employer, they are able to perform the specific assigned task.
- 21.9.** The Employer shall assign overtime and notify or if necessary, call employee(s) on the overtime roster by seniority in accordance with 20.7 above. When available, a Union Steward shall be present and verify any phone calls made from the overtime roster. If a Union Steward is not available, the Employer shall utilize a Bargaining Unit person to verify any phone calls. Messages will not be left on answering machines, with family members or friends. Unless verbal contact with the employee is attained by a Supervisor, said employee shall not be eligible for that overtime.
- 21.10.** Any employee who is temporarily assigned to another Division shall be eligible for overtime in the Division the employee was temporarily assigned to for that day.
- 21.11.** For the purposes of this Article, a shift shall be defined as a period of time from the employee's scheduled start time to the end of the employee's scheduled shift.

- 21.12.** For the purposes of this Article, it is understood and agreed that overtime can be worked prior to the start of a work shift as well as after a work shift. In this case, an employee's shift premium will not be interrupted.
- 21.13.** Motion overtime is defined as a period of time required as a continuation of a normal scheduled work shift. It is the intent of the Parties that the Employer may offer such motion overtime, regardless of seniority, to the employee performing the work so long as such assignment does not exceed two (2) hours. If such work is anticipated to be over two (2) hours such assignment must be assigned by seniority as designed above subject to qualifications.
- 21.14.** Overtime is calculated for hours worked within the workweek (40 hours). In no event will the calculation of overtime overlap regular workweeks.

ARTICLE 22 UNIFORMS

- 22.1.** The following required clothing will be supplied by the Employer:

1. Parts Clerks:	Shirts - 11 each (choice of long/short sleeve) Trousers - 11 each
2. Maintenance:	Pants/Shirt Sets - 11 pair Safety Goggles - 1 pair
3. Stops & Stations Worker:	Shirts - 11 each (choice of long/short sleeve) Trousers / shorts – 11 each (choice)
4. Customer Service Representative II	Polo Shirts: 6 for Full Time 4 for Part Time Cardigan Sweater: 1

- 22.2.** The Employer will provide for cleaning and maintenance of all articles of required clothing for Maintenance Department personnel.

22.2.1 The employee will be responsible for cleaning and maintenance of required clothing for Customer Service Representative II.

22.3. Replacement of worn or damaged uniforms and/or safety equipment may be accomplished by the employee turning in the worn or damaged article.

ARTICLE 23 LAYOFF

23.1. In the event of a layoff, employees shall be laid off in the inverse order of the seniority held by such employee in their respective classification.

23.2. Before any reduction in the work force of regular full-time employees, temporary and probationary employees shall be terminated and part time employees within the affected classification shall then be laid off by seniority.

23.3. In the event of a layoff, any affected employee may elect to exercise their previously earned classification seniority by bumping to any job for which they are qualified to perform, in a lateral or lower classification in which the employee has previously served.

23.4. The names of such persons laid off, in accordance with this Article, shall be placed upon a Reinstatement Eligibility List in order of Classification Seniority. Such Eligibility List shall remain in effect for a period of not more than one (1) year from the date of layoff. If an employee is notified to return to work, by certified mail to the last known address on Employer records, and such employee fails to notify the Employer of their acceptance of re-employment within ten (10) working days from the date of notification by the Employer or fails to report for work within twenty-one (21) days from the date of notification by the Employer,

such employee shall be terminated.

ARTICLE 24 REST AND MEAL PERIODS

- 24.1.** All full time Maintenance and Administrative Support Unit employees will be granted a one-half (1/2) or a one (1) hour nonpaid meal period as established under current practice at approximately mid shift and a paid fifteen (15) minute break during each half of their shift.
- 24.2.** An employee's unpaid lunch period shall commence between the start of the third (3rd) hour of work and end of the sixth (6th hour) hour of work. No lunch period shall be deducted unless the employee has been relieved from duty for a lunch period of thirty (30) to sixty (60) consecutive minutes.
- 24.3.** An employee's paid break period of fifteen (15) minutes shall commence approximately in the middle of an employee's first half and second half of the scheduled shift. An additional fifteen (15) minute paid break shall be given employees at the end of their scheduled shift if such employee is required to work beyond their scheduled normal shift.
- 24.4.** The Parties to this M.O.U. recognize the Industrial Wage Order as currently in effect or as may be modified during the term of the M.O.U.

ARTICLE 25 DIFFERENTIALS

25.1. SHIFT DIFFERENTIALS:

- 25.1.1.** The Employer agrees to pay shift differentials for the Maintenance

employees as follows:

- 25.2. Graveyard Shift:** Sixty-five cents (\$.65) cents per hour to be paid in one-quarter (%) hour increments for all time actually worked.
- 25.3. Swing Shift:** Fifty-five cents (\$.55) cents per hour to be paid in one-quarter (%) hour increments for all time actually worked.

ARTICLE 26

SENIORITY AND WORK ASSIGNMENT MAINTENANCE EXCEPT CLERICAL EMPLOYEES

26.1 DEFINITIONS

- 26.1.1.** Employer Seniority shall mean the length of service with Omnitrans.
- 26.1.2.** Departmental Seniority shall mean the length of service within a particular Department of Omnitrans.
- 26.1.3.** Divisional Seniority shall mean the length of service within a particular division of Omnitrans.
- 26.1.4.** Classification Seniority shall mean the length of service within an employee's respective job classification.

26.2. TRANSFER OF SENIORITY

- 26.2.1.** In the event an employee is transferred from one Department to another, they shall retain all Employer seniority.

- 26.2.2.** Classification seniority in the Department or classification to which the employee transfers shall begin on the date of that transfer, if the employee, by choice, retains the newly acquired position beyond a six (6) month period of time.
 - 26.2.2.1.** Former classification seniority shall be considered frozen as of the date of transfer.

 - 26.2.2.2.** If for any reason an employee returns to their former classification, they shall be entitled to exercise their frozen seniority, provided they can qualify for the position.

- 26.2.3.** If an employee returns to their former department or classification prior to the expiration of a six (6) month time period, measured from the date of such transfer, that employee shall suffer no loss of seniority.

26.3. SENIORITY ROSTER

- 26.3.1.** The Employer shall maintain and post in each Division Departmental, Divisional and Classification Seniority Rosters, under the following conditions:

26.3.1.1. Employer - The employees' Employer seniority date will be their most recent date of hire.

26.3.1.2. Departmental - The seniority roster shall be listed in accordance with the employee's date of commencing service with the department.

26.3.1.3. Divisional - The seniority roster shall be listed in accordance with the employee's date of commencing service with the division.

26.3.1.4. Classification - The seniority roster shall be listed in accordance with the employees' date of commencing service within their respective classification.

26.4 DETERMINATION OF SENIORITY RANKING

26.4.1. After the signing of this M.O.U., in the event that two (2) or more employees have the same seniority date of the types stipulated in Section 25.1 the most senior employee will be determined in the following manner:

26.4.1.1. The employee with the earliest date on their application, which gave rise to their most recent date of hire.

26.4.1.2. If the employees have the same application date, then the date the employees took their physical.

- 26.4.1.3. If the employees took their physical on the same date, then the employee who took the physical first.

26.5. WORK ASSIGNMENTS

- 26.5.1. Employer seniority within the respective classifications will be used during the month of November for shift bidding purposes and transfers between divisions. Classification seniority within the division will be used for all other shift bids.

26.6. POSTING OF SENIORITY ROSTERS

- 26.6.1. Seniority rosters will be posted at least once every six (6) months.
- 26.6.2. The Employer shall furnish seniority rosters to the Union.

ARTICLE 27 TRAINING / RETRAINING

- 27.1. Employees in the Maintenance Department will be given the opportunity to cross-train in the different job assignments included in their respective classifications.
- 27.2. It is also agreed that new employees in the Maintenance Department will receive familiarization with the provisions of the California Vehicle Code and Title 13 of the California Administrative Code, as

they relate to Motor Carrier Safety. Additionally, the Employer agrees to familiarize current Maintenance employees with the provisions of the California Vehicle Code and Title 13 of the California Administrative Code, as they relate to Motor Carrier Safety, during the course of appropriate, regularly scheduled safety classes conducted by the Employer.

- 27.3.** When the Employer assigns employees to attend training which may include attending seminars, lectures, and other group information training sessions, all hours spent in traveling to and from the training site and all hours spent in actual seminars, lectures, training sessions, etc. shall be considered as time worked. Such employees shall not suffer any reduction in hours normally paid for that workweek.
- 27.4.** The Parties recognize the value of cross training between working groups as a means of increasing the technical competence of the employees in the Bargaining Unit and as a method of obtaining increased efficiency in the operation.
- 27.5.** Bargaining Unit employees may be transferred to other assignments, or any training classes, with equal or higher pay within the Bargaining Unit for the purpose of cross training the employees in the operation and/or maintenance of the equipment involved. In making such assignments, the Employer shall ask for volunteers by seniority. Failing enough volunteers, junior employees may be required to transfer. Employees will be considered for training in accordance with the Employer's needs. The Employer may train and re-train employees as feasible.
- 27.6.** The Employer may train and retrain employees as feasible;

- 27.6.1. To maintain and improve their knowledge in an increasingly more difficult and complex technological society.
- 27.7. The Employer will determine the number of employees to be trained and will arrange for such training.
- 27.8. The Employer and the Union will encourage employees to take advantage of optional training and educational opportunities after working hours.

ARTICLE 28 SHIFT BIDDING

MAINTENANCE OTHER THAN CLERICAL

- 28.1. **Shift Bidding** - Regular Maintenance shift assignments will be bid annually during the month of November, to be implemented on the first (1st) pay period beginning after January 1 of each year.

The employee's time for evaluating and bidding on shifts will be without compensation from the Employer.

- 28.2. **Seniority** - Preference for shift bids is based upon seniority within the employees' respective classification.
- 28.3. **Employee Selection** - Employees shall have up to five (5) minutes to select their work schedules from the shift bid list by seniority within their job classification. The Employer shall determine the number of employees, workdays and days *off* for each job classification on each shift at each Maintenance facility.
- 28.4. **Proxy Bids** - In the event an employee is physically unable to report for a shift bid, that employee shall submit to their Union Steward, in writing, a list of their

choices for duty schedule, listed in order of selection preference. A duplicate of this proxy bid will be furnished to the employee and initialed and dated by the designated Steward. An employee who refuses to sign up for a duty schedule, or who fails to submit their list, will bid after all others have completed their shift bids.

28.5. Posting of Awarded Shift Bids - Shift bids will be posted a minimum of seven (7) days prior to the date bidding is to begin and shall include the implementation date of the new shift assignments which will be the first (1st) pay period beginning after January 1 of each year. The Union shall be provided a copy of the shift bids.

28.6. When a mini bid is needed the following will be performed. Employees with seniority lower than the vacated position and already assigned to the Division where the opening exists will be allowed to bid for that position. The mini bid will be posted a minimum of seven (7) days prior to the date bidding is to begin and shall include the implementation date of the new shift assignment which will begin with the first pay period after the bid. Proxy bids shall be handled in accordance with Article 27.4 above. The Union shall be provided a copy of the shift bids.

ARTICLE 29 PERSONAL CLEANUP TIME

29.1. The Employer will allow all Maintenance personnel, except clerical employees, up to five (5) minutes of personal cleanup time before lunch and at the end of the shift.

ARTICLE 30 MECHANICS TOOLS

30.1. Tool Allowance - The Employer agrees to pay a total of four hundred and twenty-five dollars (\$425.00 taxable over the first two full pay periods in July of each

calendar year) to each Equipment Mechanic, Mechanic's Helper, Body and Paint Worker, and Building Maintenance Mechanic, for the purpose of routine tool purchases and replacing worn or broken tools required as a condition of employment that may wear out or break under such conditions. This Allowance may also be used for the repair of tools.

30.2. Tools Furnished by the Employer - Employees will, as a condition of employment, provide all their own tools except that the Employer shall furnish the following, in sufficient quantity, to meet the needs of the operation:

1. Computers
2. MAN/ZF Axle tools
3. 1/2" Drill / 1" impact
4. Sockets three-quarter inch (3/4") drive and over
5. Taps and dies
6. Extractors, Drill Bits, and hacksaw blades
7. Grinders and Vices
8. Flashlights, batteries, surface lights and extension cords
9. Wire Brushes
10. 1" Torques wrench
11. Rain Gear for employees required to work in rain.
12. Creepers
13. Agency to provide one (1) box of latex gloves per month; long sleeve solvent gloves and leather gloves to be made available on an as needed basis.

Employees who receive a tool allowance are required to purchase and maintain all necessary tools in order to perform their job safely.

30.3 Protective Footwear Allowance – The Employer agrees to reimburse employees in the following classifications up to \$150, with proof of receipt, per rolling calendar year for appropriate ANZI Z41 or ASTM F/M 2413-051/75 C75 protective footwear: Building Maintenance Mechanic, Body/Paint Worker,

Custodian, Equipment Mechanic, Mechanic Helper, Parts Clerk, Stops and Stations Worker, and Vehicle Service Worker.

ARTICLE 31 OUT OF CLASSIFICATION PAY

31.1. The Employer agrees that when an employee is assigned to work in a higher paid classification by the Employer on a temporary basis, the employee will receive ten percent (10%) more than their current hourly rate of pay. The Employer further agrees that employees who are assigned to temporary duties and responsibilities in a classification of a lower rate will not incur a reduction in salary, except in the case of a person working in a light or modified duty status as dictated and allowed by applicable statute, regulation, or law. Such out of classification rate of pay shall be for the entire shift at the appropriate rate of pay. There is an understanding between the Parties that in order to be paid the higher rate the assigned work must be clearly outside their current job description.

ARTICLE 32 SALARIES

32.1. Any employee hired after the ratification of this Agreement shall be paid in accordance with the progression rate (Steps A thru E) as contained below.

32.2.

Employees currently in the progression rate shall continue through such progression as illustrated below;

32.3. Effective Ratification January 5, 2022, through June 30, 2022

Year 1

<u>Job Title</u>	A	B	C	D	E
Accounting Clerk	17.63	18.73	19.84	20.94	22.04
Administrative Clerk	17.63	18.73	19.84	20.94	22.04

Body Paint Worker	26.79	28.47	30.14	31.82	33.49
Building Maintenance Mechanic	26.79	28.47	30.14	31.82	33.49
Custodian	16.79	17.84	18.89	19.94	20.99
Customer Service Representative I	16.66	17.71	18.75	19.79	20.83
Customer Service Representative II	17.63	18.73	19.84	20.94	22.04
Equipment Mechanic	26.79	28.47	30.14	31.82	33.49
Maintenance Clerk	16.66	17.71	18.75	19.79	20.83
Mechanic Helper	21.83	23.20	24.56	25.93	27.29
Parts Clerk	17.63	18.73	19.84	20.94	22.04
Stops and Stations Worker	18.51	19.67	20.83	21.98	23.14
Vehicle Service Worker	17.26	18.33	19.41	20.49	21.57

32.3.1. Employees shall advance between the appropriate ranges in accordance with the following schedules:

Any employee hired after July 1, 2016, of this Agreement shall be paid in accordance with the progression rate as contained below.

From Step A to Step B - At the completion of 1040 hours worked.

From Step B to Step C - At the completion of 1040 hours worked.

From Step C to Step D - At the completion of 2080 hours worked.

From Step D to Step E - At the completion of 2080 hours worked.

Hours worked is defined as all regular hours, vacation, jury duty, agency compensated military duty, non-operational holidays, or authorized union business; it does not include sick pay.

Approved step raises shall be effective from the first day of the full pay period after meeting the required amount of hours worked.

32.3. Effective Ratification July 1, 2022 through June 30, 2023

Year 2

Job Title	A	B	C	D	E
Accounting Clerk	18.26	19.40	20.54	21.68	22.82
Administrative Clerk	18.26	19.40	20.54	21.68	22.82
Body Paint Worker	27.49	29.21	30.92	32.64	34.36
Building Maintenance Mechanic	27.49	29.21	30.92	32.64	34.36
Custodian	17.42	18.50	19.59	20.68	21.77
Customer Service Representative I	17.29	18.37	19.45	20.53	21.61
Customer Service Representative II	18.26	19.40	20.54	21.68	22.82
Equipment Mechanic	27.49	29.21	30.92	32.64	34.36
Maintenance Clerk	17.29	18.37	19.45	20.53	21.61
Mechanic Helper	22.46	23.86	25.26	26.67	28.07
Parts Clerk	18.26	19.40	20.54	21.68	22.82
Stops and Stations Worker	19.14	20.33	21.53	22.72	23.92
Vehicle Service Worker	17.95	19.07	20.20	21.32	22.44

32.3.1. Employees shall advance between the appropriate ranges in accordance with the following schedules:

Effective the first pay period following the ratification of this Agreement, all employees in Step A and / or Step B shall be forwarded to Step C and begin accumulating hours as contained herein to the next Step raise.

From Step A to Step B - At the completion of 2080 hours worked.

From Step B to Step C - At the completion of 2080 hours worked.

From Step C to Step D - At the completion of 2080 hours worked.

From Step D to Step E - At the completion of 2080 hours worked.

Hours worked is defined as all regular hours, vacation, jury duty, agency, compensated military duty, non-operational holidays, or authorized union business; it does not include sick pay.

32.3.2. Approved step raises shall be effective from the first day of the full pay period after meeting the required amount of hours worked.

32.4. Effective July 1, 2023, through June 30, 2024

Year 3					
Job Title	A	B	C	D	E
Accounting Clerk	18.90	20.08	21.26	22.44	23.62
Administrative Clerk	18.90	20.08	21.26	22.44	23.62
Body Paint Worker	28.21	29.97	31.73	33.50	35.26
Building Maintenance Mechanic	28.21	29.97	31.73	33.50	35.26
Custodian	18.06	19.18	20.31	21.44	22.57
Customer Service Representative I	17.93	19.05	20.17	21.29	22.41
Customer Service Representative II	18.90	20.08	21.26	22.44	23.62
Equipment Mechanic	28.21	29.97	31.73	33.50	35.26
Maintenance Clerk	17.93	19.05	20.17	21.29	22.41
Mechanic Helper	23.10	24.54	25.98	27.43	28.87
Parts Clerk	18.90	20.08	21.26	22.44	23.62
Stops and Stations Worker	19.78	21.01	22.25	23.48	24.72
Vehicle Service Worker	18.67	19.84	21.01	22.17	23.34

32.4.1. Employees shall advance between the appropriate ranges in accordance with the following schedules:

From Step A to Step B – At the completion of 2080 hours worked.

From Step B to Step C - At the completion of 2080 hours worked.

From Step C to Step D - At the completion of 2080 hours worked.

From Step D to Step E - At the completion of 2080 hours worked.

Hours worked is defined as all regular hours, vacation, jury duty, agency compensated military duty, non-operational holidays, or authorized union business; it does not include sick pay.

32.4.2. Approved step raises shall be effective from the first day of the full pay period after meeting the required amount of hours worked.

32.5. Approved step raises shall be effective from the first day of the full pay period after meeting the required amount of hours worked.

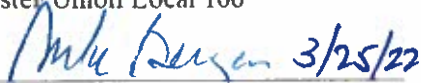
ARTICLE 33
TERM

33.1. This M.O.U. shall become effective on July 1, 2021. It shall continue in full force and effect through June 30, 2024. It is agreed that this M.O.U. shall be automatically renewed from year to year thereafter, unless either party notifies the other party in writing one hundred and twenty (120) days prior to the expiration date that it wishes to modify this M.O.U. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date and the M.O.U. shall remain in full force and be effective during the period of negotiations.

Teamster Union Local 166



Mike Pharris, President
Teamster Union Local 166



Mike Bergen, Secretary-Treasurer
Teamster Union Local 166



Andy Budai, Business Representative
Teamster Union Local 166



Joe Aranda, Committee Person



Richard Castaneda, Committee Person

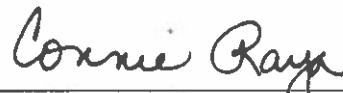
Omnitrans



Suzanne Pfeiffer, Director of Human Resources



Christine Glass, Employee Relations Manager



Connie Raya, Director of Maintenance

APPENDIX "A" HEALTH AND WELFARE

Regular Employees.

For the purpose of this Appendix "B", a regular employee for whom the Employer is required to make monthly contributions is an employee within the bargaining unit, as described in Article 2, Section 2.2.

Dates of Contributions:

The first contribution of a new employee shall be due on the first day of the month next following ninety (90) days of employment. One (1) additional premium will be paid for employees who leave work because of layoff due to a reduction in force.

Contribution Rates and Benefits:

(A) Basic Hospital and Medical coverages for employees and eligible dependents under Teamsters Miscellaneous Medical Plan SD, which includes Medical Prescription, Vision and Dental at the cost as illustrated below upon ratification of this Agreement.

Rates Effective October 1, 2021 through September 30, 2022

	Kaiser	Anthem/Blue Cross
	\$15.00 Medical Co Pay	\$15.00 Medical Co Pay
Single	\$ 556.00	\$ 703.00
*Two Party	\$1063.00	\$ 1353.00
**Family	\$1607.00	\$ 2050.00

LDP300	
Single	\$14.12
*Two Party	\$24.17
**Family	\$34.10

Program Costs:

All costs of the programs described above, including administration, shall be borne by the Employer contribution, except as provided in the Maintenance of Benefits as described below.

Due Dates:

Monthly contributions required under Article 19 shall be due on the first (1st) day of the calendar month and shall be paid no later than the tenth (10th) of the same month.

Trust Documents:

The Employer and the Union agree to execute the necessary Trust Documents required by the Trustees of such Trusts as a condition of participation in the Trust referred to in Section A above.

Maintenance of Benefits:

It is the intention of the Parties hereto that the benefits described in this Article shall be maintained throughout the term of this Agreement. All costs of the programs described above, including administration, shall be borne and paid by the Employer, subject to the following limitations as contained in Section 19.7.4

Should the above Employer maximum amounts as contained in 19.7.4 be inadequate to maintain the benefits described above, any additional amount(s) required by the Trust(s) shall be borne by the employees through monthly payroll deductions, withheld from the employee's first 2 pay periods of the applicable calendar month, in the amount necessary, when combined with the Employer's maximum contribution meet the cost as required by said Trust. Such additional amount shall be deducted from the payroll earnings of the employee only for such months as the inadequacy occurs.

APPENDIX B
9/80 FLEX Language for Administrative Employees

- A. 9/80 work schedule (definition) - In a two-week period , employees work a total of 80 hours, by reporting for eight 9-hour days and one 8-hour day; the tenth day is a day off. Each workday includes an unpaid one (1) hour meal period and two (2) paid 15-minute break periods.

- B. Positions eligible for participation in a 9/80 schedule shall be determined by the business needs of the Department to ensure adequate coverage of core responsibilities and are subject to approval by the Department Director.

- C. The immediate supervisor will establish a regular, recurring 9/80 schedule for each employee with a designated day off and 8-hour day.

- D. Agency holidays will be paid at eight (8) hours.
 - a. To supplement the one-hour difference, employees working a 9/80 schedule may: a) utilize one (1) hour of vacation; or b) work one (1) extra hour on any day during the work week in which the holiday occurs; or c) LWOP excused for each holiday that occurs on a nine (9) hour workday.

 - b. If an Agency holiday falls on an employee's scheduled day off , he/she has the choice to: a) Receive the eight (8) hours holiday pay in addition to the regular worked forty (40) hours pay; or, Schedule the holiday time off of eight (8) hours, within the same pay period.

- E. Employees off work due to vacation, non-industrial illness or injury must use the appropriate number of vacation/sick time hours for the day(s) not worked.

- F. Overtime will be paid for represented employee's permitted to work in excess of forty (40) hours during a one work week supervisory approval is required.

- G. For purposes of computing overtime: period . Prior

- a. The first work week of a 9/80 pay period will conclude at the end of the first four (4) hours worked on the 8-hour day. The second week commences at the beginning of the fifth (5th) hour on the 8-hour day 8-hour days may only be scheduled on Mondays and Fridays .

H.

Mon	Tues	Weds	Thur	Fri		Mon	Tues	Weds	Thur	Fri	
7am-5pm	7am-5pm	7am-5pm	7am-5pm	8am-5pm		7am-5pm	7am-5pm	7am-5pm	7am-5pm		
9	9	9	9	4/4		9	9	9	9	Off	
					The new work week begins Friday at 1 pm						

Original date signed January 8, 2014

Reaffirmed March 3, 2017

Reaffirmed January 5, 2021

Teamster Union Local 166

 3/28/22

Mike Bergen, Secretary-Treasurer
Teamster Union Local 166



Andy Budai, Business Representative
Teamster Union Local 166

Omnitrans



Suzanne Pfeiffer, Director of Human Resources



Christine Glass, Employee Relations Manager

**Side Letter of Agreement for the M.O.U. between
Omnitrans (Agency)**

and
Teamsters Local 166 (Union)

The Union and the Agency have met and conferred and both agree on the following "Side Letter Agreement."

SUBJECT: Charged Absences in Event of Unforeseen Traffic Situations

BACKGROUND:

In 2007, the Agency and Union created a side letter agreement as a result of discussions brought up during Culture Design Committee meetings to address attendance points being assessed for late arrivals due to unforeseen freeway closures resulting from accidents or police activity.

REMEDY:

In the event of an unforeseen, major, lengthy freeway or street closure such as due to an accident or police activity, an employee may be prevented from arriving at work on time through no fault of their own. In such instances, it is agreed by the Agency and the Union that an employee would normally be assessed an attendance point. Upon presenting sufficient, verified documentation to the immediate supervisor, including specific time and location, management shall have the sole authority to grant clemency for the resulting tardy arrival instead of charging an absence. The lost time shall be deducted from the employee's workday and negate the employee's 40-hour guarantee. Impacted employees shall make a reasonable effort to notify the agency of the incident in advance of the start of the work shift. The intent of this letter is not to provide an automatic grace period but to give the Agency some discretion in dealing with circumstances which are beyond the control of the employee.

PROVISION:

This side letter concerning the clarification of unavoidable late arrivals does not change the current company policy concerning such late employee arrivals. It is the intent of the Parties that this side letter shall be monitored and reviewed on a ninety (90) day basis and shall renew automatically except by a thirty (30) day written notice by either party prior to such ninety (90) day expiration. At such written request, the Parties shall meet to review and/or modify and/or eliminate such side letter in writing.

Reaffirmed this 5th day of January 2022.

Teamster Union Local 166


 3/21/22

Mike Bergen, Secretary-Treasurer
Teamster Union Local 166



Andy Budai, Business Representative
Teamster Union Local 166

Omnitrans



Suzanne Pfeiffer, Director of Human Resources



Christine Glass, Employee Relations Manager