

MEMORANDUM OF UNDERSTANDING

BETWEEN

SUNLINE TRANSIT AGENCY

AND

AMALGAMATED TRANSIT UNION
LOCAL 1277

April 1, 2016 through March 31, 2019



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Part 1
GENERAL PROVISIONS

The General Provisions of Part 1 of this Memorandum of Understanding shall apply to all employees covered by this MOU; however, specific language in a subsequent Part of this Agreement is in addition to these General Provisions.

ARTICLE G-1 RECOGNITION

SECTION 1.

Pursuant to the provisions of the Employee Relations Resolution of the SunLine Transit Agency, hereinafter called "SunLine", and applicable State Law, Amalgamated Transit Union Local 1277, hereinafter called the "Union", was certified on March 14, 1978 by the Department of Industrial Relations Conciliation Service as the exclusive representative of all operators and maintenance personnel of SunLine in the unit established in the Employee Relations Resolution excluding management, supervisory, professional and confidential employees. The term "employee" or "employees" as used herein shall refer to employees employed by SunLine in the unit in the classifications set forth in Article G-29, as well as such classes as may be added hereinafter to said unit by SunLine.

SECTION 2. EXCLUSIVE RECOGNITION.

Management agrees that it shall recognize Amalgamated Transit Union Local 1277 as the exclusive representative of all coach operators and maintenance employees of SunLine in said unit for the purpose of meeting its obligations under Meyers-Milias-Brown Act, Government Code 3500, et seq., and Employee Relations Resolution when SunLine's rules, regulations or laws affecting wages, hours or other terms and conditions of employment are amended or changed.

UNIT WORK: During the term of this agreement, all transit operations and maintenance of equipment shall be performed by employees of the bargaining unit. SunLine will not enter into any warranty longer than what it has done as of April 1st, 2006.

SECTION 3. FUTURE RECOGNITION

It is expressly agreed that in the event SunLine shall engage in the providing of rail transportation services or "people mover" system, etc. in addition to those presently being provided, SunLine shall and hereby does recognize the Union as the exclusive representative of all employees engaged in the operation and maintenance of such new services. It is further agreed that such recognition shall be and hereby is extended to the same extent and for the same purposes as are set forth in this Article G-1 of this Agreement.

It is further agreed that the terms and provisions of this Agreement shall be and hereby are extended to all new employees and classifications of employees whom the Union shall be entitled to represent as a result of the inclusion of this section in the Agreement.

It is further agreed that the rates of pay of said new employees or classifications of employees shall be the same as the rates of pay then in effect for those SunLine employees or classifications of employees whose functions or duties are similar to the functions or duties to be performed by said new employees or classifications of employees.

In the event the Union and SunLine believe there are no classifications of employees whose functions or duties are similar to the functions or duties then in existence, the Union and SunLine shall meet and confer to establish wage rates for such new classifications of employees.

In the event there is a dispute over the interpretation, implementation or intent of this Section, such dispute shall be resolved by final and binding arbitration in accordance with Article G-20 of this Agreement.

SECTION 4. AGENCY SHOP (Effective on May 1, 2001)

A. All employees in the bargaining unit who are employed by SunLine on the effective date of this provision, shall, as a condition of continued employment, become or remain members in good standing of the Union not later than the 31st day following the effective date of this provision, unless the employee is covered by subsection "C" or "D" below. For purposes of this provision, the "good standing" requirement only includes payment of initiation fees, dues, and other fees or assessments uniformly required and does not include any payments which may be owing for any period prior to 31 days from the first effective date of this provision.

B. Any employee in the bargaining unit who is employed by SunLine after the effective date of this provision, shall, as condition of employment, become and remain a member in good standing of the Union, within 30 days of commencement of employment unless the employee is covered by subsection "C" or "D" below.

C. Notwithstanding subparts "A" or "B" above, if an employee chooses not to join the Union as required by "A" or "B", SunLine will deduct from that employee's wages and pay to the Union an Organizational Service Fee. The Organizational Service Fee will be established by the Union in accordance with applicable law and will be a proportion (100% or less) of Union monthly dues, initiation fees and other fees and assessments uniformly applied to union members from this bargaining unit.

The parties recognize that if the Union maintains segregated funds, the chargeable percentage for that fund may vary from the chargeable percentage for regular monthly dues and initiation fees. Any employee who wishes to challenge the Organizational Service Fee will follow the procedure available for such challenge designated by the California Public Employment Relations Board or any procedure established by the ATU International Union.

D. Notwithstanding the above provisions, an employee in the bargaining unit 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 the Union. If the employee establishes such objection, the employee will pay amounts equal to the amounts required (via payroll deduction through SunLine) to one of the following non-labor, non-religious charities. The choice from the list will be the employee's.

The charities are:

The American Cancer Society
The Muscular Dystrophy Society
The American Heart Association
The Juvenile Diabetes Foundation or
United Way of the Desert

SunLine will deduct this fee and monthly make a check in that amount to the chosen charity. That check will then be forwarded to the Union, who will promptly forward it to the charity.

Any disputes as to whether subsection "D" applies to a particular individual can be referred to a neutral arbitrator for a final and binding decision. The affected employee and the Union will be a party to that arbitration and the arbitrator will be chosen pursuant to the arbitration provisions of this agreement, except that the employee will make the options allowed by SunLine under that provision. The employee will pay $\frac{1}{2}$ the costs of the arbitration, and the Union will pay $\frac{1}{2}$ the costs, as those are normally divided between the parties. During the pendency of that arbitration, SunLine will withdraw the sums required by Part "C" above and not pay those sums to either the Union or the designated charity, until the final determination of the arbitrator. The arbitrator will set any rules for procedure for the case and his/her decisions on procedural matters and the merits will be binding on the employee and the Union.

E. SunLine will notify the Union of new hires within 30 days of their beginning work. The Union will promptly notify SunLine of any employee who joins or refuses to join the Union.

F. In the event an employee does not meet his/her requirements under this provision, the Union will advise the employee in writing of the amounts owing to it or to the applicable charity. This can include late fees normally charged by the Union. A copy of this provision will be attached to the letter. SunLine will be sent a copy of the letter. If within 7 calendar days of the receipt of that letter, the employee has not made the payments required by this section, SunLine will, upon the written request of the Union, issue a notice of intent to terminate to the employee. If the employee does not then pay the amounts owing, SunLine shall terminate the employee.

ARTICLE G-2
NONDISCRIMINATION

SECTION 1.

The parties mutually recognize and agree to protect the rights of all employees hereby to join or participate in protected Union activities in accordance with the Employee Relations Resolution and Government Code Sections 3500 to 3511.

SunLine and the Union agree that they shall not discriminate against any employee because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliation or citizenship status. SunLine and the Union shall meet and confer on any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.

SECTION 2.

Nothing in this Agreement shall preclude SunLine from reasonably accommodating an employee with a disability under the Americans with Disability Act (ADA) or otherwise complying with the ADA.

ARTICLE G-3
MANAGEMENT RIGHTS

A. It is understood and agreed that SunLine possesses the sole right and authority to operate SunLine and to direct the employees of SunLine and its various departments in all aspects, including the type and kind of service to be rendered to the public, the equipment used, the maintenance of discipline and efficiency, the hiring and promotion and transfer of employees, and their discharge or discipline for proper cause are the rights of SunLine, except as limited elsewhere in this Agreement.

B. The Union recognizes that infractions of SunLine's Rules and Regulations that are necessary for efficient operations will constitute cause for disciplinary action. No rules or regulations at any time promulgated or enforced by SunLine shall be valid if they violate any provisions elsewhere set forth in this Agreement.

C. SunLine's exercise of any right or prerogative pursuant to this Agreement may be made the subject of a grievance.

ARTICLE G-4
NO STRIKE - NO LOCK OUT PROVISION

SECTION 1.

The Union, its officers, agents, representatives and/or members agree that during the term of this Agreement they will not cause or condone any strike, walkout, slowdown, sick out or any other job action by withholding or refusing to perform services.

SECTION 2.

SunLine agrees that it shall not lock out its employees during the term of this Agreement.

SECTION 3.

Any employee who willfully participates in any conduct prohibited in Section 1 above shall be subject to immediate termination by SunLine.

SECTION 4.

If the Union fails, in good faith, to perform all responsibilities listed below in Section A, SunLine may pursue such legal remedies as may be available under the Employee Relations Resolution and the law.

A. UNION RESPONSIBILITY

SECTION 1.

In the event that the Union, its officers, agents, representatives or members engage in any of the conduct prohibited in Section 1, above, the Union shall, upon written notice sent to the principal authorized agents of the Union, instruct persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and they must immediately cease engaging in conduct prohibited in Section 1 above and return to work at full productivity.

SECTION 2.

If the Union performs all of the responsibilities set forth in Section 1, above, in good faith, the Union, its officers, agents and/or representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Section 1 above.

ARTICLE G-5
DISTRIBUTION OF CONTRACT

A copy of the Agreement will be issued to each employee upon approval by both parties and to all new employees covered by this Memorandum.

ARTICLE G-6
NEGOTIATIONS

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

ARTICLE G-7
WAIVER OF PROVISION

A waiver or breach of any condition of this Agreement by either party shall not constitute a precedent for any subsequent waiver or breach of any condition.

ARTICLE G-8
WARRANTY OF CAPACITY

SECTION 1.

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.

The individuals signing this Agreement in their official capacity hereby warrant their authority to act for their respective parties.

SECTION 3.

This contract contains all of the agreements, stipulations and provisions agreed upon by either party. No representative of either party has the authority to make, or to be bound by, any agreement, stipulation or provision made prior to the execution of this contract.

ARTICLE G-9
WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT

The parties mutually agree that during the term of this Memorandum of Understanding not to seek to negotiate or bargain with wages, hours and terms and conditions of employment whether or not covered by this Memorandum or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

ARTICLE G-10
EMERGENCY WAIVER PROVISION

In the event of circumstances of a general disaster nature beyond the control of SunLine, such as Acts of God, fire, flood, insurrection, civil disorder, national emergency or similar circumstances, provisions of this Memorandum of Understanding or the Personnel Rules or Resolutions of SunLine which restrict SunLine's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is declared over, the Union shall have the right to meet and confer with SunLine regarding the impact on employees of the suspension of these provisions in the Memorandum and any personnel rules and policies.

ARTICLE G-11
SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

SECTION 1.

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior Agreements and Memoranda of Understanding or contrary Salary and/or Personnel Resolutions or Rules and Regulations of SunLine, oral or written, expressed or implied, between the parties, and shall govern their entire relationship and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with federal or state law.

SECTION 2.

It is understood and agreed that there exists within SunLine, in written form, Personnel, Salary, Employee Relations Resolutions and/or Rules and Regulations of SunLine. Such Personnel, Salary, Employee Relations Resolutions and/or Rules and Regulations of SunLine may, at the sole discretion of SunLine, stay in full force and effect or be modified as it sees fit, provided, however, that nothing therein shall be enforceable which is in conflict with this Memorandum of Understanding. New provisions or amendments to these Resolutions and/or Code may be adopted and/or implemented by SunLine. The Union may grieve regarding any such changes or modifications of these Resolutions and/or Code if they are not in accordance with the Memorandum of Understanding or directly affect wages, hours or terms of employment covered by this Memorandum of Understanding.

ARTICLE G-12
SEPARABILITY PROVISION

Should any provision of this Memorandum of Understanding be found to be inoperative, void or invalid by court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. Such provision, if found to be inoperative, void or invalid shall be re-negotiated.

ARTICLE G-13
DURATION

SECTION 1. – DURATION AND TERMINATION

This agreement shall be made effective on April 1, 2016 and shall remain in full force and effect to and including March 31, 2019, and shall continue in effect thereafter, unless notice in writing of termination has been served by either party upon the other not later than ninety (90) days prior to March 31, 2019. If neither party so serves such notice of termination, this Agreement, after March 31, 2019, may be terminated by either party serving upon the other written notice of termination not later than sixty (60) days prior to the time it is proposed to make such termination.

SECTION 2. – REQUESTS TO MODIFY

Any request to modify or change this Agreement, or any portion thereof, shall be made in writing and shall be served on the other party not later than ninety (90) days prior to March 31, 2019, and in the event the Agreement is in effect after such date by reason of the provisions of Section 1 hereof, not later than sixty (60) days prior to the time it is proposed to make such change or modification.

ARTICLE G-14
EMPLOYEE ORGANIZATIONAL
RIGHTS AND RESPONSIBILITY

SECTION 1. DUES DEDUCTIONS

SunLine shall deduct dues on a regular basis from the pay of all classifications and positions recognized to be represented by the Union, who voluntarily authorize such deduction in writing, on a form to be provided for this purpose which is mutually agreed to by the Union and SunLine. SunLine shall remit such funds to the Union within ten (10) days following the last pay period of each month, excluding Saturdays, Sundays and holidays, following the deductions. If employee agrees in writing to make voluntary Committee on Political Education (COPE) or voluntary life insurance offered by the Union deductions, on a form approved by both the Union and SunLine, then SunLine will deduct such amounts from payroll and remit to the Union in the same manner as the dues deductions above. The Agency shall provide a list of dues deductions via e-mail in addition to the mailed copy.

SECTION 2. LIST OF EMPLOYEES DELETED FROM DUES DEDUCTION.

SunLine agrees to provide the Union with a list, on a monthly basis, of the names of any employees holding classifications and positions recognized to be represented by the Union. Subsequent to the first complete list, submittal will be done on an exception basis (i.e., those individuals added or deleted from employee rolls).

SECTION 3. INDEMNIFICATION.

The Union agrees to hold SunLine harmless and indemnify SunLine against any claims, causes of action or lawsuits arising out of the deductions or transmittal of such funds to the Union, except the intentional failure of SunLine to transmit the funds deducted from employees pursuant to this Article, to the Union. This Section shall also apply to Agency Shop language.

SECTION 4.

The Union agrees to furnish SunLine with an up-to-date list of all its officers, business agents and stewards and to immediately notify SunLine of any and all changes thereto.

SECTION 5.

SunLine agrees to furnish the Union with an up-to-date list of all its officers and to immediately notify the Union of any and all changes thereto.

ARTICLE G-15 UNION VISITATION RIGHTS

Authorized Union representatives shall be given access to work locations during working hours to conduct grievance investigations and observe working conditions. An authorized representative, other than Stewards, desiring access to a work location hereunder, shall inform the SunLine General Manager or designee upon arrival, if during operating hours. If the visit is not during regular working hours the Union shall notify the General Manager or the General Manager's designee prior to the intended visit. While at SunLine's facilities, the Union representative shall agree to observe the same security, conduct and safety rules and regulations of SunLine as other visitors and shall not unduly interfere with the performance or work of any employee or group of employees. Should this agreement be breached by the Union representative, said representative may be ejected from the premises. Access to work locations will only be granted to Union representatives on the current list.

ARTICLE G-16 STEWARDS

SECTION 1.

SunLine agrees to recognize three (3) stewards [one (1) steward in Maintenance department, one (1) steward in Operations department and one (1) steward for Paratransit and alternates (to act in absence of steward) designated by the Union from time to time. Stewards shall recognize that they have regular full-time duties as employees of SunLine and shall conduct themselves in accordance with the requirements of all employees of SunLine.

The Union shall have the responsibility to notify SunLine in writing of the names of its duly authorized stewards. SunLine shall not recognize or deal with any employee as a steward unless they are on the designated steward list.

Stewards shall spend only the time necessary to expeditiously carry out their functions as steward and shall not unduly restrict or interfere with the performance of their own duties.

Stewards may leave their immediate work location to perform these duties, however, stewards shall first obtain permission from their immediate supervisor to leave the area and shall inform the supervisor of the reason for their leaving the area. The supervisor shall be responsible for maintaining time records of the amount of time stewards spend in the performance of their steward duties.

The Union and SunLine agree to review the amount of time spent by stewards in the performance of their duties on a bi-annual basis, to determine whether the stewards are observing the provisions of this Article.

The stewards shall minimize the amount of interference with SunLine's work in the performance of their duties.

At any time either party may request to meet and confer regarding the application of this procedure.

Stewards shall not log overtime or premium pay time for time spent performing any function as a steward. Except the stewards will be guaranteed their shift/bid time and this shall be treated as time worked for all Overtime calculations. Anytime worked beyond shift/bid time shall be paid at straight time.

The Maintenance steward's position is guaranteed to be a day shift with Saturday and Sunday as days off.

SECTION 2.

SunLine shall assign a room to the Union/stewards to be used for union business at their discretion, upon reasonable notice to SunLine. Said notice can be as short as 10 minutes. Stewards shall sign in for use of the room.

If SunLine is using the room at the time of the request, SunLine can complete its meeting before it is used by Union/steward. If the room is occupied by SunLine at the time of the request, and the Union/steward cannot wait until the meeting is concluded, SunLine shall provide another room if available.

SunLine shall provide a desk and chairs in the assigned room. Union can place filing cabinets in the assigned room. Union assumes the risk for any damage to the filing cabinets or its contents.

ARTICLE G-17
PUBLIC NOTICES

SECTION 1.

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

SECTION 2.

SunLine will maintain glass enclosed bulletin boards in the following locations: one (1) in the Thousand Palms Operator's lounge; one (1) in the Thousand Palms Maintenance facility; and one (1) in the Indio facility in a mutually agreeable location. The bulletin boards will have locks and keys and the keys will be given to the duly authorized Union representative. The bulletin boards may be used by the Union for posting Union approved notices.

SECTION 3.

The Union representative shall not post or distribute any other notices, pamphlets, advertising, political matters or other kinds of literature upon SunLine property.

ARTICLE G-18
SENIORITY/RECALL BUMPING

SECTION 1.

Seniority for the purpose of this Agreement is defined as the length of unbroken service in the bargaining unit. Effective 04/01/06, when more than one person is hired into a classification on the same day, seniority will be determined by using the date/time stamp of the employees initial physical exam report time. The earlier date/time stamp will be recognized as the more senior employee.

SECTION 2.

In promoting employees to higher paying jobs, SunLine shall select those employees who are to be promoted to higher paying jobs (within the bargaining unit). In making such selection for promotion, where qualifications and performance are relatively equal between employees for assignment to higher paying jobs, the senior regular employee shall be awarded the higher paying job unless otherwise stated. Operators shall be deemed to be equally qualified. In case of lay-off due to lack of work, SunLine shall retain the most senior employees, within classification. Laid-off employees will be given the opportunity to return, subject to work availability, in order of seniority within each respective classification.

SECTION 3.

Employees shall lose all seniority rights and employment shall cease for any of the following reasons:

- a) Resignation.
- b) Discharge.
- c) In the event of recall from a layoff, the failure to report their availability for work within forty-eight (48) hours after SunLine sends Federal Express (Next Day Delivery Guaranteed) notice to employee's last known address shown on SunLine records; hereafter this employee shall be available for work after ten (10) working days from the sending of notice of recall and date to report at the time and place specified, or they will be deemed to have voluntarily quit and shall lose all seniority.
- d) Failure to notify the agency by an effective means of notice once every (30) days following lay-off, indicating their continuing availability for employment provided SunLine has an effective means of receiving notification.
- e) Absence due to lay-off for a period of one (1) year.
- f) If the employee overstays a time off without pay without proper notification and authorization from SunLine.
- g) If the employee engages in other employment during a period of leave unless approved by both the Union and SunLine.
- h) If a settlement has been made with the employee for total disability.
- i) If the employee retires.
- j) If an employee is absent from work for a non-industrial illness or injury in excess of one (1) year.
- k) If an employee is absent from work for an industrial illness or injury in excess of two (2) years.

SECTION 4. SENIORITY OF EMPLOYEES BY REASON OF ACQUISITION.

Employees who have prior continuous service with any transit operation which is, in the future, acquired by SunLine, and who remain in the continuous service of SunLine after such acquisition, shall retain their most recent date of continuous employment with such predecessor transit operation as their seniority date.

SECTION 5. Employees transferring from the operating department to the maintenance department, or from the maintenance department to the operating department, with the consent of SunLine and the Union, may bid during the interim period between regular sign-ups only for open or vacant shifts.

SECTION 6. EFFECT OF TRANSFER ON SENIORITY.

No change in classification of a regular full-time employee, whether within any one of the main classifications or from one main classification to another, shall cause any loss in the

seniority of such employee except in the bidding of work assignment where such bidding will be by date of seniority of the last transfer into the appropriate department.

SECTION 7. PROCEDURE.

In the event of a changed classification, any employee found to be unqualified, shall be restored to their former position without loss of seniority. The retention of any employee ninety (90) days or over in such changed classification shall be deemed an acceptance of their qualifications by SunLine. Employees who have changed classifications and have retained their new classification in the bargaining unit with more than ninety (90) days but whose job is subsequently eliminated by a reduction in staff or for other reasons, shall be permitted to resume their position on the seniority list in their former job classification.

ARTICLE G-19 PROMOTIONS AND TRANSFERS

SECTION 1. PROMOTIONS.

Any employee covered by this Agreement who is promoted to a position not included within the scope of this Agreement shall within forty-five (45) days of such promotion determine if they shall continue on such promotion or return to their previous job. Employees who elect to remain in such new positions shall forfeit all departmental seniority; provided, further, that any employee who is promoted a second time within a floating six-year period, will immediately forfeit all departmental seniority.

ARTICLE G-20 GRIEVANCE PROCEDURE

SECTION 1. APPEAL LEVELS AND TIME LIMITS

When a grievance or dispute with respect to discipline or the interpretation or application of the terms of this Memorandum of Understanding has been presented to SunLine by an employee or an authorized Union representative, and has not been satisfactorily adjusted by an authorized SunLine representative, and the employee or the Union wishes to further prosecute the issue, it shall then be adjusted according to the following:

SECTION 2. STEP ONE: Non Disciplinary Cases

a) Any such grievance or dispute shall be presented, in writing, on the ATU Grievance form, for adjustment immediately but in no event more than two hundred forty (240) hours (ten (10) days) after occurrence.

The employee may personally present the grievance or dispute to the employee's Chief or designee if he/she so desires.

b) Any employee having a grievance or dispute may present it to the employee's Chief or designee through a Union representative. The Chief or designee will hold a meeting with the employee and the Union representative to discuss and attempt to adjust the matter – No more than two representatives from Management and two representatives from the Union shall be present, and the grievant shall be present. The Chief or designee will give a written answer within two hundred forty (240) hours (ten (10) days) after receiving the ATU Grievance Form, which, if denied, shall include the reasons therefore. Every effort will be made by both parties to settle grievances or disputes in this Step One.

SECTION 3. DISCIPLINARY CASE

Discipline will be administered only for proper cause.

SECTION 4. REPRESENTATION AT COUNSELING SESSION

Whenever employees are called in for the purpose of a disciplinary counseling, SunLine will conduct such counseling with the Union representative present, if the employee so desires.

SECTION 5. PROTECTION OF EMPLOYEE'S RECORD

It is mutually agreed that no entry shall be made on the employee's record of such suspension or discharge if the employee was found to be completely blameless by mutual agreement.

SECTION 6. CONSIDERATION OF SERVICE RECORD ITEMS ON ONE YEAR'S STANDING

Notation of one year's standing or more on service record of employee will not be considered in disciplinary cases except for accidents for eighteen (18) months and drug and alcohol for 24 months. This one year time period may be extended by mutual agreement on a case by case basis between SunLine and ATU.

SECTION 7. NOTIFICATION TO EMPLOYEE OF IMPENDING DISCIPLINE

a) Discipline hearings shall be held within ten (10) days, excluding Saturdays, Sundays, and Holidays, of the incident or infraction giving rise to the discipline except in cases of sexual harassment where SunLine has up to 65 days from the date of incident. Any day the employee is off work, due to sickness, injury or bereavement leave shall be excluded from the calculation of the ten (10) days. The employee must be given at least forty-eight (48) hours notice of the time, date, place and subject matter of the hearing. All hearings shall be answered within ten (10) days (240 hours) excluding Saturdays, Sundays and Holidays from the date of the hearing.

b) Before an employee is disciplined as a result of complaints or reports from sources outside SunLine's supervisory force, the employee shall be first given a hearing by the employee's Chief or designee.

c) Before an employee is suspended as a result of an infraction of rules, except in cases such as gross misconduct, insubordination, allegedly being under the influence of

narcotics, alcohol or stimulants, or of physical assaults or threats thereof, the employee will be given at least forty-eight (48) hours notification prior to suspension.

SECTION 8. HEARING BEFORE DISCHARGE

Before an employee covered by this Memorandum of Understanding is discharged, a hearing shall be set where the employee may present his/her case. The Union will be given notice of the time and place of such hearing and may appear and represent the employee if the Union and/or the employee elects.

SECTION 9. PROTECTION OF EARNINGS

If, after a review of a suspension or discharge, it is mutually agreed that an employee who was suspended or discharged was completely blameless as regards to the offense charged, he/she shall be reinstated to his/her former position without loss of seniority and will be paid all the wages he/she would have earned during the period of suspension or discharge up to a maximum period of thirty (30) days. If the suspension or discharge period exceeds thirty (30) days, the wages he/she may have earned in other employment after the thirtieth day, or benefits received through California Unemployment Insurance by reason of unemployment after the thirtieth day, shall be deducted from the total earnings he/she would have earned from SunLine. If, however, after such review it is found that the employee in question was not completely blameless, then the parties may mutually agree upon what, if any, portion of wages he/she would have earned should be restored to the employee.

SECTION 10. STEP TWO:

Disciplinary and non-disciplinary cases.

a) Matters not resolved at step one, or after discipline is imposed pursuant to section 7 of this article, will be referred to step two. If the step one answer is not satisfactory, the authorized Union representative may appeal the grievance or dispute to the General Manager or designee within thirty (30) days from receipt of the Step One written decision. The Union shall state that the answer is unsatisfactory and identify the issue being grieved, the contract provision allegedly violated and remedy requested. Immediately thereafter, a meeting will be arranged between the General Manager or the designee and the authorized Union representative. The Union will be notified of the time and place of this meeting. The meeting will be held within two hundred forty (240) hours (ten (10) days) from the time the grievance or dispute was referred to the General Manager or the designee. The case will be discussed and even though an oral decision is given in the meeting, a written decision shall be made and a copy thereof shall be delivered to the authorized Union representative within three hundred sixty (360) hours (fifteen (15) days) from the time of the meeting referred to above.

b) The grieving employee shall suffer no loss of pay for the Step Two hearings if he/she is in attendance during the hours of their regular shift.

SECTION 11. THE STEP TWO WRITTEN DECISION SHALL INCLUDE THE FOLLOWING

1. Date.
2. Names of those present.
3. Statement of each grievance or dispute discussed.
4. The Union's position with respect to the grievance or dispute.
5. SunLine's position with respect to the grievance or dispute.
6. SunLine's answer to the grievance or dispute.

One copy of this decision with the date and time mailed by SunLine noted, will be mailed to the Union. If possible, a copy will also be faxed to the Union office.

SECTION 12. SUBMISSION TO MEDICAL EXAMINATION

Any employee charged with being under the influence of alcohol or drugs while on duty, or on SunLine property, shall be requested to submit to medical examination before being disciplined. Refusal on the part of the employee to submit immediately to this test and to sign the consent form will constitute acknowledgment by the employee of his/her guilt.

SECTION 13. TIME LIMITS

Either party failing to meet the time limits will forfeit its case. Any of the time periods within which any of the acts required in this Article G-20 are to be performed may be extended by mutual consent of the parties.

SECTION 14. EXCLUSION OF SATURDAYS, SUNDAYS & HOLIDAYS FROM TIME LIMITS

In computing the time limits as fixed in this Article, Saturdays, Sundays and Holidays shall be excluded.

ARBITRATION

SECTION 15. PROCEDURE FOR NOTIFICATION

If a grievance or dispute with respect to the interpretation or application of any terms of this Memorandum of Understanding is not satisfactorily settled, the Union may demand in writing that it be submitted to arbitration before a Board of Arbitration hereinafter described and referred to as the "Board", and SunLine and the Union shall arbitrate such grievances or disputes. This demand shall be served upon SunLine within fifteen (15) days from the date of the delivery of the decision of the General Manager or designee of SunLine, on the grievance or dispute rendered in Step Two of the Grievance Procedure, as set forth in Article G-20.

SECTION 16. ISSUES SUBJECT TO ARBITRATION

At least seven days prior to the arbitration hearing, each party will provide the neutral arbitrator and the other party a statement of the issue(s) to be arbitrated and the proposed remedy, if any. (The statement will be sent to the President of the Union, for the Union, and to the General Manager of SunLine for SunLine.) In cases where the parties have not agreed on the issue(s), the neutral arbitrator will frame the issue to be decided. It shall

be mutually understood that the Board shall have no authority to modify, vary, alter, amend, add to or take away from, in whole or in part, any of the terms or provisions of this Memorandum of Understanding.

SECTION 17. CHOOSING THE ARBITRATION BOARD

The Board shall consist of three (3) persons; one (1) person chosen by the Union, one (1) chosen by SunLine and the third chosen by those two (2). SunLine and the Union shall submit to each other the names of their respective representatives within five (5) days of the receipt of the demand to submit a grievance to arbitration, as provided in Section 15 of this Article.

SECTION 18. DETERMINATION OF THIRD ARBITRATION BOARD MEMBER IN CASE OF DISPUTE

The permanent neutral arbitrator shall be Alexander (Buddy) Cohn. If Mr. Cohn is unable or unwilling to serve, the neutral arbitrator shall be determined by requesting the list of seven arbitrators from the California State Mediation and Conciliation Service. When the list is received, names will be struck alternatively by SunLine and the Union until only one name remains. The name remaining will be the neutral arbitrator. The party who will strike first will be chosen by lot, unless agreed to by the parties. The neutral arbitrator selected under this Section shall serve as the Chairperson of the Arbitration Board.

SECTION 19. ARBITRATION BOARD PROCEDURES

The Board shall convene at a date to be determined by the three person Board. The parties further agree that in the conduct of the proceedings, the Board shall follow orderly rules of procedure; first, the issues to be presented to the Board; second, the direct and rebuttal evidence of the parties; third, oral argument by the parties; and fourth, submission and ruling by the Board.

SECTION 20. MUTUAL CONSENT TO DECISIONS AND CERTAIN EXPENSES

The parties further agree: (1) that the rulings of a majority of the Board members, with respect to procedure and all objections to the exclusion or inclusion of evidence shall be binding on the parties; (2) that each party shall pay its own arbiter; (3) that all other expenses of arbitration shall be borne equally by the parties, and said expenses may include the making of a verbatim record of the proceedings and a transcript of that record, if it is deemed necessary by the Board; (4) that a written decision or award, by a majority of the Board members, shall be rendered within a time limit which is agreeable to the three person Board.

SECTION 21. GRIEVANCES OR DISPUTES NOT SUBJECT TO ARBITRATION

No grievance or dispute shall be presented for arbitration until the employee or the Union has availed itself of the entire Grievance Procedure set forth in Article G-20, and all grievances or disputes shall be considered finally settled and not subject to arbitration unless a written demand for arbitration has been served upon SunLine as provided in Section 15 of this Article.

SECTION 22. CALLING OF WITNESSES

The Board, or either party, may call any employee as a witness in any proceedings before the Board, and if the employee is on duty, SunLine agrees to release that employee from duty so that he/she may appear as a witness. If an employee witness is called by either party, the party calling such witness will reimburse the witness for the time lost.

ARTICLE G-21 MISS-OUTS

SECTION 1. MISS-OUTS. Operations

(Mechanics and Stops and Zones- see Section 2)

A "miss-out" is defined to be: Each failure of an Operator to report for duty or within 15 minutes of the scheduled start time and at the proper place at which their assigned duties are scheduled to start or their failure to call in and advise SunLine at least sixty (60) minutes prior to the sign-on time of their run or shift that they will not be in.

Operators who are charged with a miss-out are not entitled to sick leave pay. If an operator arrives within 15 minutes of his or her scheduled shift, they shall be placed on the extra board and be given a late arrival. The operator who has arrived within 15 minutes shall be held for a minimum of 6 hours with pay from time of arrival. If assigned work the operator shall be compensated for actual hours worked. If an employee arrives after 15 minutes, they may voluntarily remain on site while waiting for the next available work and the waiting period is not subject to compensation. If the operator is assigned work, he or she shall be paid for actual hours worked. If two or more operators are late, assignments will be given first to the employee who arrived first. Operators who arrive late and stay shall be used before the VCB. Operators voluntarily staying shall notify dispatch of availability by signing in and shall sign out when they leave and are no longer available.

If in the event a Paratransit Operator arrives within 15 minutes of his or her scheduled start time, the Paratransit Operator shall be held for a minimum of 6 hours with pay from the time of arrival. Work will be compiled for the Paratransit Operator based on the demand for service. Paratransit Operators voluntarily staying shall notify dispatch of availability by signing in and shall sign out when they leave and are no longer available.

A miss-out shall be excused for good and sufficient reason, provided the employee who misses out submits a written request for same upon reporting at SunLine. The determination as to what constitutes good and sufficient reason shall be made solely by SunLine. Action taken on such request shall be noted by the department head and filed in the employee's personnel file.

a) When an employee has a second unexcused miss-out within ninety (90) calendar days, they may be suspended for one (1) day.

b) When an employee has a third miss-out within ninety (90) calendar days, they shall be subject to further disciplinary action up to and including dismissal.

c) Further, when an employee has four (4) miss-outs in a twelve (12) month period, they shall be subject to disciplinary action up to and including dismissal.

d) Two (2) late arrivals will equal one (1) miss-out. Any employee missing out or arriving late will be paid only for time actually worked. (No guarantees will be applicable). In both the late arrival and miss-out, once another employee, including an extra is assigned the run or shift, the employee missing out or arriving late will forfeit all privileges to that run or shift for the day.

SECTION 2. MISS-OUTS FOR MECHANICS AND STOPS AND ZONES ONLY.

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 their assigned duties are scheduled to start or their failure to call in and advise SunLine at least thirty (30) minutes prior to the sign-on time of their run or shift that they will not be in. Employees must work the 8 hour shift and will be given one extra late before they are given a miss out in a 90 day period.

A miss-out shall be excused for good and sufficient reason, provided the employee who misses out submits a written request for same upon reporting at SunLine. The determination as to what constitutes good and sufficient reason shall be made solely by SunLine. Action taken on such request shall be noted by the department head and filed in the employee's personnel file.

a) When an employee has a second unexcused miss-out within ninety (90) calendar days, they may be suspended for one (1) day without pay.

b) When an employee has a third miss-out within ninety (90) calendar days, they shall be subject to further disciplinary action up to and including dismissal.

c) Further, when an employee has four (4) miss-outs in a twelve (12) month period, they shall be subject to disciplinary action up to and including dismissal.

d) Two (2) late arrivals will equal one (1) miss-out. A late arrival shall be defined as an employee reporting late but who does pull their assigned run or shift. Any employee missing out or arriving late will be paid only for time actually worked. (No guarantees will be applicable). In both the late arrival and miss-out, once another employee, including an extra, is assigned the run or shift, the employee missing out or arriving late will forfeit all privileges to that run or shift for the day.

ARTICLE G-22 UNIFORMS

SECTION 1.

Subject to objections of health or safety, SunLine has the authority to require the wearing of such uniforms as it may designate from time to time during the life of this Memorandum of Understanding.

OPERATIONS:

- a) The 2016 changes to this Article G-22 shall become effective on July 1, 2016, or as soon as a contract can be implemented with an appropriate uniform provider. The current system will remain in effect until that contract is implemented. Implementation means the delivery of all uniforms under the new system.
- b) SunLine will provide each operator with a one-time total initial uniform purchase credit of up to \$432 to purchase SunLine approved uniforms (including shirts, pants, shorts, jackets, vests, gloves, ties and hats) from SunLine designated vendor(s).
- c) SunLine shall provide a maximum \$300 annual credit for each operator to purchase SunLine approved uniforms (including shirts, pants, shorts, jackets, vests, gloves, ties and hats) from SunLine designated vendor(s). The \$300 credit shall be provided on July 1 each year (see (d) below for application to new employees). Operators will wear brown or black shoes through June 30, 2017. The only hats to be worn are SunLine-approved hats. A plain black or brown belt must be worn through June 30, 2017. Effective July 1, 2017, operators must wear black belts and shoes.
- d) For new hires, the one-time initial \$432 credit will be available for use when training is completed. For new hires who received a \$432 credit before completing one year of service as an operator, the annual credit provided in the following July will be a total of \$25 for each month the operator worked in the prior fiscal year. For purposes of this calculation only, the operator shall be deemed to have worked for a month if the operator works any number of days during that month.
- e) Operators will wear clean and presentable uniforms, and shall be responsible for cleaning and maintaining the uniforms. If an on-the-job event outside of the operator's control causes major damage to a uniform item as determined by SunLine, then SunLine will replace the damaged uniform item.

MAINTENANCE AND STOPS AND ZONES:

- a) SunLine shall provide clean uniforms for employees. Each employee will be given a choice of regular uniforms or coveralls, as an option.
- b) Employees will be supplied a waist safety belt upon request. Belts will be replaced on an "as needed" basis. If lost, they must be replaced by the employee.
- c) SunLine will supply each employee with a jacket. This jacket will be the only acceptable jacket to be worn on duty with the SunLine uniform. It is the responsibility of each employee to clean the jacket.

- d) SHOE ALLOWANCE: On a fiscal year basis, SunLine shall allow for the purchase of up to two pairs of safety shoes for employees. Employee shall apply for reimbursement with proof of purchase. Employees who are reimbursed shall be required to wear safety shoes during working hours. The following maximum reimbursements shall apply: \$145 per fiscal year for up to two pairs of safety shoes.
- e) Members shall be permitted to wear one Union emblem on service uniform.
- f) SunLine will provide rain gear for use by Maintenance employees.

SECTION 2.

SunLine will issue lockers to each employee for their own personal use. SunLine reserves the right to open any locker, provided that a Union representative witnesses the opening of any locker by SunLine management personnel unless the employee permits the opening without the presence of the Union representative. If no Union representative is available, SunLine may secure the locker until such time as the Union representative is available.

SECTION 3. SEPARATION OF SERVICE:

Uniforms and all other items furnished by SunLine (other than items purchased by the employee using the uniform purchase credit) must be returned by employee upon termination of employment. SunLine may deduct from employee's last paycheck the replacement cost of uniforms or other items furnished by SunLine in the event such items are not returned by the employee.

ARTICLE G-23 PHYSICAL EXAMINATIONS

SECTION 1.

SunLine may require any of its employees to submit at any time to a physical examination by a physician duly licensed to practice as such.

SECTION 2.

Employees shall complete fully and truthfully a medical history form provided by SunLine which has been previously approved by the Union. Falsification on the form by omission or commission will be grounds for discipline, including discharge.

SECTION 3.

The examining physician shall be selected by SunLine and the cost of such examinations shall be paid by SunLine.

SECTION 4.

As a condition of continued employment with SunLine, any physical examination above provided for must reveal the physical and mental fitness of the employee involved to perform their duties.

SECTION 5.

Should any required physical examinations above provided for reveal the physical or mental unfitness of the employee involved to perform their duties, they may, at their option, have a review of their case in the following manner:

a) They may employ a licensed physician of their own choosing and at their own expense for the purpose of conducting a further physical examination for the same purpose as the physical examination made by the physician employed by SunLine.

A copy of the findings of the physician chosen by the employee involved shall be furnished to SunLine and, in the event that such findings verify the findings of the physician employed by SunLine, no further medical review of the case shall be afforded.

b) In the event of a disagreement between the doctor selected by SunLine and the doctor selected by the employee, SunLine and the Union shall together select a third doctor within thirty (30) days after receipt of the opposing opinion, whose opinion and recommendation shall be final. The cost of the third impartial doctor shall be borne equally, half by SunLine and half by the employee. If the parties are unable to agree on a doctor, the medical arbiter shall be chosen by lot from a list of seven (7) furnished by the Medical Association.

SECTION 6.

Should any physical examination above provided 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 physician shall certify to their ability to do so safely.

b) The employee involved shall be taken out of service and given a leave of absence (subject to the limits set forth in Article G-18 Seniority) for the purpose of undergoing medical treatment until such time as the examining physician shall certify to their physical and mental fitness to perform again the duties for which they were 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 their duties shall be required to supply SunLine with a physician's report covering their condition at least once every thirty (30) days. The cost of the report to be borne by the employee.

SECTION 7.

Any employee, when required by SunLine to be relieved from duty for the purpose of taking a physical examination, shall be paid for time lost in taking such physical examination.

SECTION 8.

For the purpose of the Department of Motor Vehicles, SunLine will provide for renewal by examining doctors at no cost to the employee. On the first day of each month, SunLine 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, all examinations required by the Department of Motor Vehicles, California Highway Patrol or any other authoritative agency will be included. All such physicals will be considered as continuous work time and paid for in accordance with the Fair Labor Standards Act. All time worked in excess of forty (40) hours per week will be paid for at time and one-half (1-1/2).

SECTION 9. Reimbursement of DMV Fees

SunLine will reimburse employees covered by this MOU for all DMV license renewal fees as follows:

- 1) Licenses, permits or endorsements required by SunLine as part of the job requirements, or for which SunLine has previously trained the employee;
- 2) Employees with one or more years of service;
- 3) A receipt from the DMV.

ARTICLE G-24 PAYDAYS/PAYCHECKS

Employees shall be paid on Friday every other week. In the event a holiday falls on a payday, paychecks shall be issued on the previous day. All deductions will be shown on the paycheck stub. SunLine may change to a payday other than Friday if mutually agreed upon.

In the event there is a shortage in pay on a regular paycheck, such shortage shall be made up in accordance with the following procedure (tax is the same as the rate on file):

- 1) A shortage of less than twenty-five dollars (\$25) will be included in the next regular paycheck.
- 2) Shortages between twenty-five dollars (\$25) and two hundred dollars (\$200) will be paid by a check no later than the Friday after the shortage is shown to the Agency.
- 3) Shortages of two hundred dollars (\$200) or more will require the issuance of a special check no later than the next regularly scheduled Payroll Department work day.

ARTICLE G-25
ACCIDENT PREVENTION

The Union recognizes that accident prevention work is necessarily incident to the operation of SunLine's transportation system and that safety programs, safety meetings and general accident prevention work is mutually beneficial, both to SunLine and to its employees. The Union, therefore, agrees that it will encourage the employees to cooperate with SunLine in such safety work and to take an active part and interest in accident prevention work, and that all safety meetings held and conducted by or for SunLine are mandatory. It is understood that mandatory meetings will be limited to nine (9) per calendar year and that at least three (3) sessions in Operations and as needed in Maintenance, making the meetings convenient for all employees, will be held on the day of the meeting. These meetings shall not conflict with the Union meetings held on the first Thursday after the first Tuesday of each month. Further, it is understood that all time spent in such meetings will be paid for by SunLine and if a regular employee is held over after normal working hours, they will be paid at the time and one-half (1 1/2) rate of pay for all time spent in such meetings. It is further understood that part-time employees will not receive the overtime rate unless they have actually worked forty (40) hours or more during the week when the meeting occurs.

ARTICLE G-26
EQUIPMENT CHANGE

No employee shall be required to operate, beyond the nearest practicable change point, a vehicle not in a safe condition and/or equipped with all safety appliances as prescribed by law, except that the age or type of equipment shall not in and of itself be a ground for refusal to operate a motor coach or vehicle. An employee will be subject to discipline if they report unsafe vehicles with no reasonable grounds to believe the equipment is not safe or properly equipped. SunLine agrees to comply with all safety rules promulgated by the State of California and the federal government.

ARTICLE G-27
REPORTING ACCIDENT OR INCIDENT

DEFINITIONS:

ACCIDENT: any injury/damage to person/property

INCIDENT: any unusual occurrence that occurs on or about the job site to which the employee has knowledge.

SECTION 1.

Every employee shall make the report for each accident or incident occurring during their run or shift as required by SunLine and such report shall be made at the scene of the incident or accident or at the completion of their run or shift, at the option of the

Department Head. Accidents shall be reported immediately to the dispatcher; all other employee's will report accidents immediately to their supervisor

Employees who are required to make a report shall be allowed twenty (20) minutes of straight time for making such report or the actual time required, whichever is greater, (predicated on the policy noted above being in compliance with the Fair Labor Standards Act), except that no allowance shall be granted when said report can be made out in time already being paid for on the date the report is being made. 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 SunLine shall be paid for at the straight time rate. Such time shall be checked in through the operations office. In no event shall any employee be called to make a report or attend an interview on their day off, except for deposition or court proceedings or unless absolutely necessary.

SECTION 2.

SunLine 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 SunLine directly or indirectly. In no event shall an employee be paid less than they would have received had they worked their scheduled or assigned work time, except in the case of assault wherein the employee involved is proved to be the aggressor.

If such appearance occurs outside the base of operations, the employee will be provided transportation or reasonable travel expense to attend such hearing.

SECTION 3.

The employee will be notified in writing as to the chargeability of the accident within thirty (30) calendar days from the date of the accident. There shall be no discipline assessed to the employee until after the notification of the chargeability of the accident. If discipline is assessed and chargeability is appealed, the grievance procedure will be automatically stayed and the grievance procedure will not again commence until after the chargeability appeal process is completed. If the employee is not notified by the thirtieth (30th) day, the issue shall be dropped by SunLine and no mention of said accident will be noted in the employee's record. Whenever a chargeability notice is given, the Union steward will be given a copy of the notice and all documents, including any photographs or video and sound recording, related to the accident. Sunline can condition the release of those materials upon confidentiality. If chargeable notice is given to the employee, they may request a review with the Human Resources Department within fifteen (15) days of the chargeability notice being given to both the employee and the union steward. The Human Resources Department has thirty (30) days after the request to review the chargeability notice to render a decision. If the employee is not notified of the Human Resource Department's decision by the 30th day, the issue shall be dropped by SunLine and no mention of said accident will be noted in the employee's record. After the review, if there is no change and the accident is still chargeable, the employee may request in writing within ten (10) calendar days, a hearing before a committee of five (5) members; two (2)

SunLine employees, two (2) members of the Union -- the fifth (5th) member (the impartial member) to be either a California Highway Patrol Officer, a local traffic law enforcement officer or a mutually agreed to third party.

a) The four (4) members of the committee will render their vote by secret ballot to the impartial member. Only if the vote is a tie will the impartial member vote.

b) In no event will the nature of the vote be revealed, nor will the impartial member reveal whether or not it was necessary for them to vote. The only information revealed will be the statement by the impartial member as to whether the accident is chargeable or not chargeable.

c) The decision of the committee will be final and binding as to preventability. There will be no appeal from the committee's decision and the committee will serve without compensation, except for the neutral fifth (5th) member whose compensation shall be split 50-50 between SunLine and the Union.

ARTICLE G-28 LEAVES OF ABSENCE

SECTION 1. PREGNANCY DISABILITY LEAVE

A pregnant employee is entitled to a reasonable leave of absence without pay for any temporary disability resulting from pregnancy, miscarriage, childbirth or recovery there from. Disability is the inability of the employee to perform her job. The employee may take an unpaid leave of absence during such period, except that accrued sick leave and accrued vacation pay may be taken at the option of the employee. As with all other disabilities, a physicians' certificate is required to verify to the extent and duration of the temporary disability, as well as the employee's ability to return to work. An employee who plans to take pregnancy leave, must give reasonable notice (not less than four (4) weeks) before the date she will take the leave and the estimated duration of the leave. As with all other medical leaves, the employee must advise SunLine at least two (2) weeks in advance of the date that she intends to return to work.

SECTION 2. UNPAID LEAVE OF ABSENCE

Employees granted a leave of absence will not be entitled to accumulation or payment of fringe benefits while on leave. Months of service for pension benefits will be affected only by the amount of leave taken for employees returning from leave of absence. Employees who terminate while on leave of absence will have their termination date revert to the last day worked.

SECTION 3. LEAVE FOR GOOD AND SUFFICIENT REASON

Leaves of absence without pay for good and sufficient reason shall be granted employees for a period not to exceed thirty (30) days, unless impossible or impracticable. Employees wishing leave will apply to SunLine for approval, who will not arbitrarily refuse such approval without good cause. Employees will be notified of the decision on the application for leave of absence within five (5) days.

SECTION 4. UNION OFFICE LEAVE

An employee's election as an officer or member of the Executive Board of the Union or appointment to act on Union business shall be considered a good and sufficient reason for a leave of absence. Any employee elected or appointed a full-time position in the union shall be given a leave of absence for the duration of their term of office, which period may be extended upon submittal of written request. Upon return from such leave of absence, the employee shall be reinstated without loss of seniority at the current rate of pay or any other benefits entitled to, but not during the period of absence except as stated elsewhere in this Agreement.

SECTION 5. WORKING WHILE ON LEAVE

Any employee who accepts gainful occupation while on leave except as herein specified terminates their employment with SunLine, unless such employment is approved by both SunLine and the Union prior to such employment.

SECTION 6. MILITARY LEAVE

SunLine will comply with all aspects of The Uniformed Services Employment and Re-Employment Act of 2005 (USERRA) and/or as it is amended. An employee attached to the National Guard (or Reserve) who is required to participate in the National Guards' annual training encampment for a period not exceeding thirty (30) days of active duty shall be compensated by SunLine for the difference between what they would have earned during this period with SunLine and the compensation which they may receive from the National Guard during such training period. The following conditions will apply:

- a) SunLine must receive a copy of the orders in advance of the requested day or days off. The orders must state that the time requested is part of the employee's annual training encampment.
- b) The employee will not receive any compensation from SunLine when required to report for annual training on the employee's days off.

SECTION 7. ENTERING MILITARY LEAVE

SunLine will comply with all aspects of The Uniformed Services Employment and Re-Employment Act of 2005 (USERRA) and/or as it is amended. Employees entering the military service of the United States shall have leaves of absence up to and including a date ninety (90) 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 for 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 SunLine to enter military service shall be paid in full for all accrued vacation credits at the time of such military service leave.

SECTION 8. JURY DUTY

Jury duty notification from employee to SunLine must be made in ample time for SunLine to cover assigned duty. For an employee serving on jury duty, SunLine shall compensate the employee for eight (8) hour days or forty (40) hours per week maximum for jury duty service. Employees may retain any fees paid by the court for serving on jury duty. Employees are to notify SunLine supervisory personnel after being released from jury duty.

SECTION 9. FMLA

Federal and California Family Leave Act provisions will be observed. VTO or sick time may be used for FMLA purposes.

SECTION 10. LAYOFFS - ORDER OF DISPLACEMENT

In the event of layoff in any of the Operations, Maintenance, Stops and Zones, Paratransit Departments the employees with the least ATU Seniority within the classification/department being reduced shall be the first to be displaced; however, after such employee has been displaced in their respective classification/department, such employee shall have the right to exercise their ATU Seniority anywhere else where the employee is qualified and maintain their full ATU Seniority for bidding purposes and future layoffs.

Article G-29 WAGES

The following classifications will receive the hourly compensation indicated below through June 30, 2016:

MAINTENANCE AND STOPS AND ZONES:

| Classifications | 1st 6 mos | 2nd 6 mos | After 1 year | After 18 mos |
|----------------------------------|------------------|------------------|---------------------|---------------------|
| Mechanic A | \$ 23.37 | \$ 24.46 | \$ 25.41 | \$ 26.39 |
| Mechanic B | \$ 21.06 | \$ 21.56 | \$ 22.08 | \$ 22.72 |
| Mechanic C | \$ 18.83 | \$ 18.99 | \$ 19.72 | \$ 20.63 |
| Engine Rebuilder | \$ 23.83 | \$ 24.96 | \$ 25.90 | \$ 26.90 |
| NonRevenue Mechanic A | \$ 23.37 | \$ 24.46 | \$ 25.41 | \$ 26.39 |
| Utility | \$ 17.80 | \$ 17.90 | \$ 18.20 | \$ 19.12 |
| Stops and Zones A | \$ 18.83 | \$ 18.99 | \$ 19.72 | \$ 20.63 |
| Stops and Zones B | \$ 17.80 | \$ 17.90 | \$ 18.20 | \$ 19.12 |
| Facilities Maintainer A | \$ 18.83 | \$ 18.99 | \$ 19.72 | \$ 20.63 |
| Facilities Maintainer B | \$ 17.80 | \$ 17.90 | \$ 18.20 | \$ 19.12 |
| Facilities Construction Speciali | \$ 21.07 | \$ 21.26 | \$ 22.07 | \$ 23.10 |

Lead person subject to 15% above highest paid employee in their group.
SHIFT DIFFERENTIAL: See Page 35 for definition and terms.

OPERATIONS:

| Classifications | Training Rate | Starting Rate | 6 months | 12 months | 18 months |
|------------------------|----------------------|----------------------|-----------------|------------------|------------------|
| Full Time MCO | \$ 14.65 | \$ 15.57 | \$ 18.53 | \$ 19.18 | \$ 20.05 |
| Part Time MCO | \$ 14.65 | \$ 19.18 | \$ 20.05 | \$ 20.05 | \$ 20.05 |
| Full Time Paratransit | \$ 12.57 | \$ 13.23 | \$ 13.89 | \$ 14.55 | \$ 15.86 |
| Part Time Paratransit | \$ 12.57 | \$ 13.89 | \$ 14.55 | \$ 15.21 | \$ 15.86 |

SSG:

| Classifications | 1st 6 mos | 2nd 6 mos | After 1 year | After 18 mos |
|--------------------------|------------------|------------------|---------------------|---------------------|
| SunGas Refueler/Operator | \$ 21.18 | \$ 22.17 | \$ 23.02 | \$ 23.90 |
| Street Sweeper Mechanic | \$ 21.18 | \$ 22.17 | \$ 23.02 | \$ 23.90 |
| Street Sweeper Operator | \$ 17.06 | \$ 17.35 | \$ 17.87 | \$ 18.70 |
| Dump Truck Operator | \$ 19.08 | \$ 19.53 | \$ 20.01 | \$ 20.59 |
| SSG Support | \$ 16.29 | \$ 16.79 | \$ 17.38 | \$ 18.17 |

For all Classifications there shall be no reduction in pay for promotions from one classification to another. Employees with less than 18 months will be paid progression rates. Progression is measured from date of hire.

Effective July 1, 2016 the following classifications will receive hourly compensation indicated below:

MAINTENANCE AND STOPS AND ZONES:

| Classifications | 1st 6 mos | 2nd 6 mos | After 1 year | After 18 mos |
|----------------------------------|------------------|------------------|---------------------|---------------------|
| Mechanic A | \$ 24.07 | \$ 25.19 | \$ 26.17 | \$ 27.18 |
| Mechanic B | \$ 21.69 | \$ 22.21 | \$ 22.74 | \$ 23.40 |
| Mechanic C | \$ 19.39 | \$ 19.56 | \$ 20.31 | \$ 21.25 |
| Engine Rebuilder | \$ 24.54 | \$ 25.71 | \$ 26.68 | \$ 27.71 |
| NonRevenue Mechanic A | \$ 24.07 | \$ 25.19 | \$ 26.17 | \$ 27.18 |
| Utility | \$ 18.33 | \$ 18.44 | \$ 18.75 | \$ 19.69 |
| Stops and Zones A | \$ 19.39 | \$ 19.56 | \$ 20.31 | \$ 21.25 |
| Stops and Zones B | \$ 18.33 | \$ 18.44 | \$ 18.75 | \$ 19.69 |
| Facilities Maintainer A | \$ 19.39 | \$ 19.56 | \$ 20.31 | \$ 21.25 |
| Facilities Maintainer B | \$ 18.33 | \$ 18.44 | \$ 18.75 | \$ 19.69 |
| Facilities Construction Speciali | \$ 21.70 | \$ 21.90 | \$ 22.73 | \$ 23.79 |

Lead person subject to 15% above highest paid employee in their group.
SHIFT DIFFERENTIAL: See Page 35 for definition and terms.

OPERATIONS:

| Classifications | Training Rate | Starting Rate | 6 months | 12 months | 18 months |
|------------------------|----------------------|----------------------|-----------------|------------------|------------------|
| Full Time MCO | \$ 15.09 | \$ 16.04 | \$ 19.09 | \$ 19.76 | \$ 20.65 |
| Part Time MCO | \$ 15.09 | \$ 19.76 | \$ 20.65 | \$ 20.65 | \$ 20.66 |
| Full Time Paratransit | \$ 12.95 | \$ 13.63 | \$ 14.31 | \$ 14.99 | \$ 16.34 |
| Part Time Paratransit | \$ 12.95 | \$ 14.31 | \$ 14.99 | \$ 15.67 | \$ 16.34 |

SSG:

| Classifications | 1st 6 mos | 2nd 6 mos | After 1 year | After 18 mos |
|---------------------------|------------------|------------------|---------------------|---------------------|
| SunGas Refueler/Operator | \$ 21.82 | \$ 22.84 | \$ 23.71 | \$ 24.62 |
| Street Sweeper Mechanic A | \$ 21.82 | \$ 22.84 | \$ 23.71 | \$ 24.62 |
| Street Sweeper Operator | \$ 17.57 | \$ 17.87 | \$ 18.41 | \$ 19.26 |
| Dump Truck Operator | \$ 19.65 | \$ 20.12 | \$ 20.61 | \$ 21.21 |
| SSG Support | \$ 16.78 | \$ 17.29 | \$ 17.90 | \$ 18.72 |

For all Classifications there shall be no reduction in pay for promotions from one classification to another. Employees with less than 18 months will be paid progression rates. Progression is measured from date of hire.

Effective July 1, 2017 the following classifications will receive hourly compensation indicated below:

MAINTENANCE AND STOPS AND ZONES:

| Classifications | 1st 6 mos | 2nd 6 mos | After 1 year | After 18 mos |
|----------------------------------|------------------|------------------|---------------------|---------------------|
| Mechanic A | \$ 24.79 | \$ 25.95 | \$ 26.96 | \$ 28.00 |
| Mechanic B | \$ 22.34 | \$ 22.87 | \$ 23.42 | \$ 24.10 |
| Mechanic C | \$ 19.98 | \$ 20.15 | \$ 20.92 | \$ 21.89 |
| Engine Rebuilder | \$ 25.28 | \$ 26.48 | \$ 27.48 | \$ 28.54 |
| NonRevenue Mechanic A | \$ 24.79 | \$ 25.95 | \$ 26.96 | \$ 28.00 |
| Utility | \$ 18.88 | \$ 18.99 | \$ 19.31 | \$ 20.28 |
| Stops and Zones A | \$ 19.98 | \$ 20.15 | \$ 20.92 | \$ 21.89 |
| Stops and Zones B | \$ 18.88 | \$ 18.99 | \$ 19.31 | \$ 20.28 |
| Facilities Maintainer A | \$ 19.98 | \$ 20.15 | \$ 20.92 | \$ 21.89 |
| Facilities Maintainer B | \$ 18.88 | \$ 18.99 | \$ 19.31 | \$ 20.28 |
| Facilities Construction Speciali | \$ 22.35 | \$ 22.55 | \$ 23.41 | \$ 24.51 |

Lead person subject to 15% above highest paid employee in their group.
SHIFT DIFFERENTIAL: See Page 35 for definition and terms.

OPERATIONS:

| Classifications | Training Rate | Starting Rate | 6 months | 12 months | 18 months |
|------------------------|----------------------|----------------------|-----------------|------------------|------------------|
| Full Time MCO | \$ 15.54 | \$ 16.52 | \$ 19.66 | \$ 20.35 | \$ 21.27 |
| Part Time MCO | \$ 15.54 | \$ 20.35 | \$ 21.27 | \$ 21.27 | \$ 21.28 |
| Full Time Paratransit | \$ 13.34 | \$ 14.04 | \$ 14.74 | \$ 15.44 | \$ 16.83 |
| Part Time Paratransi | \$ 13.34 | \$ 14.74 | \$ 15.44 | \$ 16.14 | \$ 16.83 |

SSG:

| Classifications | 1st 6 mos | 2nd 6 mos | After 1 year | After 18 mos |
|--------------------------|------------------|------------------|---------------------|---------------------|
| SunGas Refueler/Operator | \$ 22.47 | \$ 23.52 | \$ 24.42 | \$ 25.36 |
| Street Sweeper Mechanic | \$ 22.47 | \$ 23.52 | \$ 24.42 | \$ 25.36 |
| Street Sweeper Operator | \$ 18.10 | \$ 18.41 | \$ 18.96 | \$ 19.84 |
| Dump Truck Operator | \$ 20.24 | \$ 20.72 | \$ 21.23 | \$ 21.84 |
| SSG Support | \$ 17.28 | \$ 17.81 | \$ 18.44 | \$ 19.28 |

For all Classifications there shall be no reduction in pay for promotions from one classification to another. Employees with less than 18 months will be paid progression rates. Progression is measured from date of hire.

Effective July 1, 2018 the following classifications will receive hourly compensation indicated below:

MAINTENANCE AND STOPS AND ZONES:

| Classifications | 1st 6 mos | 2nd 6 mos | After 1 year | After 18 mos |
|----------------------------------|------------------|------------------|---------------------|---------------------|
| Mechanic A | \$ 25.54 | \$ 26.73 | \$ 27.77 | \$ 28.84 |
| Mechanic B | \$ 23.01 | \$ 23.56 | \$ 24.13 | \$ 24.83 |
| Mechanic C | \$ 20.58 | \$ 20.75 | \$ 21.55 | \$ 22.54 |
| Engine Rebuilder | \$ 26.04 | \$ 27.27 | \$ 28.30 | \$ 29.39 |
| NonRevenue Mechanic A | \$ 25.54 | \$ 26.73 | \$ 27.77 | \$ 28.84 |
| Utility | \$ 19.45 | \$ 19.56 | \$ 19.89 | \$ 20.89 |
| Stops and Zones A | \$ 20.58 | \$ 20.75 | \$ 21.55 | \$ 22.54 |
| Stops and Zones B | \$ 19.45 | \$ 19.56 | \$ 19.89 | \$ 20.89 |
| Facilities Maintainer A | \$ 20.58 | \$ 20.75 | \$ 21.55 | \$ 22.54 |
| Facilities Maintainer B | \$ 19.45 | \$ 19.56 | \$ 19.89 | \$ 20.89 |
| Facilities Construction Speciali | \$ 23.02 | \$ 23.23 | \$ 24.12 | \$ 25.24 |

Lead person subject to 15% above highest paid employee in their group.
SHIFT DIFFERENTIAL: See Page 35 for definition and terms.

OPERATIONS:

| Classifications | Training Rate | Starting Rate | 6 months | 12 months | 18 months |
|------------------------|----------------------|----------------------|-----------------|------------------|------------------|
| Full Time MCO | \$ 16.01 | \$ 17.01 | \$ 20.25 | \$ 20.96 | \$ 21.91 |
| Part Time MCO | \$ 16.01 | \$ 20.96 | \$ 21.91 | \$ 21.91 | \$ 21.91 |
| Full Time Paratransit | \$ 13.74 | \$ 14.46 | \$ 15.18 | \$ 15.90 | \$ 17.33 |
| Part Time Paratransit | \$ 13.74 | \$ 15.18 | \$ 15.90 | \$ 16.62 | \$ 17.33 |

SSG:

| Classifications | 1st 6 mos | 2nd 6 mos | After 1 year | After 18 mos |
|--------------------------|-----------|-----------|--------------|--------------|
| SunGas Refueler/Operator | \$ 23.14 | \$ 24.23 | \$ 25.15 | \$ 26.12 |
| Street Sweeper Mechanic | \$ 23.14 | \$ 24.23 | \$ 25.15 | \$ 26.12 |
| Street Sweeper Operator | \$ 18.64 | \$ 18.96 | \$ 19.53 | \$ 20.43 |
| Dump Truck Operator | \$ 20.85 | \$ 21.34 | \$ 21.87 | \$ 22.50 |
| SSG Support | \$ 17.80 | \$ 18.35 | \$ 18.99 | \$ 19.85 |

For all Classifications there shall be no reduction in pay for promotions from one classification to another. Employees with less than 18 months will be paid progression rates. Progression is measured from date of hire.

SHIFT DIFFERENTIAL: (Applicable to Maintenance Department employees only)

For the purpose of the application of the shift differential, the work schedule shall be as follows:

Thousand Palms

1st shift 6:00 am to 2:30 pm
2nd shift 2:00 pm to 10:30 pm
3rd shift 10:00 pm to 6:30 am

Indio

1st shift 5:00 am to 1:30 pm
2nd shift 1:00 pm to 9:30 pm
3rd shift 9:00 pm to 5:30 am

In addition to the basic rates shown on the preceding wage charts of this MOU, a shift differential of 2% of the regular rate of pay shall be paid to mechanics and utility workers who's start time begins in the 2nd shift. For the mechanics whose start time begins in the 3rd shift, a 4% shift differential will be paid. When there is no regularly scheduled 3rd shift, SunLine shall have the right to schedule mechanic(s) for roll-out and will pay a minimum of one (1) hour 3rd shift differential pay. No employee shall be required to report to work more than 2 hours before the start of first shift for rollout purposes. This does not change the bidding procedures in (M-2). This shift differential will apply to all hours worked, including overtime, vacation, sick pay, bereavement, jury duty and holidays. For overtime, vacation, sick pay, bereavement, jury duty and holidays, shift differential will be paid at the time of use if the employee is currently working a shift that pays a shift differential.

Overtime Hours

For the duration of this Agreement, all Bargaining Unit employees will be paid overtime at the rate of one and one-half (1-1/2) the normal rate.

Training Rate

The category of operator trainee shall be established with a straight time hourly rate as reflected above. The training rate will be in effect until the completion of the training period or 120 hours of work, whichever occurs first. At the conclusion of the training period, operators will then be paid at the rate specified in the contract. The seniority date for all purposes will revert to the first day of employment of the trainee.

ARTICLE G-30
PAID TIME OFF

SECTION 1. VACATION TIME OFF (VTO)

Eligible for accrual from first day of employment as a full time employee. Hours accrue per chart below. Maximum accrual shall be 500 hours. SunLine and the Union will mutually agree to a vacation bid procedure. Requests for paid time off (VTO) of less than one week intervals shall be made to the appropriate department for approval. If an employee does not get a response for a time off request in a 72 hour period (not counting holidays), the employee will automatically be granted the time off as long as the request is submitted 96 hours prior to the requested day off.

Maintenance Department

Mechanics

- a) Yearly Bids are to be performed every March by the ATU no longer than the 30th of March. The bid period will be for June 1st through May 31st of the following year. Bids will be for VTO periods of 5 day increments.
- b) One person per shift, per division, per job classification may be allowed off on VTO. Time off will be granted in seniority order.
- c) After bidding is done, Time Off will be granted on a first come basis. If more than one person applies for the same period off on the same day, the senior person will have first rights. All requests for time off shall be turned into the Shift Supervisor. The Shift Supervisor will time stamp the request form.
- d) Change of Bids Shift. If an employee bids VTO for a future quarter, however the employee changes their shift and the VTO Calendar is filled, the person forfeits their VTO.

Utilities/Facilities/Stops & Zones

- a) A maximum of 1 person per classification at any given time.

Operations Department

In March of each year, the Operations Stewards will conduct the bid for vacations, floaters and holidays. The bid will always be in seniority order. Floaters may be bid at this time. Vacation bids will be bid in the same manner as run selection. No more than 10% of Motor Coach Operators and 10% of the Paratransit Operators will be scheduled to be off on VTO or floating holiday on any one day. Percentages of 10.5% or greater will be rounded to the next whole number. Any addition may be granted at management's discretion.

If an MCO, who has already scheduled VTO (minimum of 5 day blocks only) desires to cancel the VTO for any reason, the MCO must notify Dispatch two weeks prior to the start of vacation. Dispatch will advise the Operations Stewards. Stewards will post such cancellation to make this time available to others on a seniority basis. If after 5 days of posting, no bids have been received for this newly available time, Dispatch may allow any MCO to sign up for this time off to anyone with sufficient VTO on a "first-come first served" basis by time stamp.

Single days off, multiple days off, or vacation time should be scheduled not later than July 1st of the year following the calendar year in which the hours were earned. It is the desire of SunLine and the Union that all employees actually take this time off. If any employee fails to reduce their total accrued VTOs by the July 1st deadline, SunLine will advise the employee of the possibility of losing further accumulation and even schedule time off for that employee so that they may use their VTOs. If employee does not take these VTOs, accumulation will cease when the maximum of 500 is reached, and will not accumulate further until VTOs are used. Terminating employees will be paid for all unused VTOs with final pay, or as close to termination as is possible.

SECTION 2. SELL BACK OF VACATION TIME OFF (VTO)

Pay in lieu of taking VTO is permitted by approval of the respective Director and Director of Human Resources. Such pay in lieu of taking VTO may be sold two times each fiscal year. Fiscal year is defined as July 1st through the following June 30th. In order to qualify for a sell back, at least 40 consecutive hours of VTO must be taken as paid time off and an 80 hour balance of VTO must remain in the accrual.

VACATION TIME OFF or VTOs

| YEARS OF SERVICE | PER 80 HOUR PAY PERIOD | ANNUAL MAXIMUM |
|---------------------|-------------------------------------|----------------|
| 1 through 4 years | 5.54 (10 vacation + 8 floaters*) | 144 hrs. |
| 5 through 9 years | 7.08 (15 vacation + 8 floaters) | 184 hrs. |
| 10 through 19 years | 8.62 (20 vacation + 8 floaters) | 224 hrs. |
| 20 through 24 years | 10.15 (25 vacation + 8 floaters) | 264 hrs. |
| 25 years and over | 11.69 (30 vacation + 8 floaters) | 304 hrs. |

*The 8th floating holiday was added in honor of ATU’s International President, Jim La Sala’s birthday and SunLine’s then Chairman of the Board, Phil Bostley.

SECTION 3. HOLIDAYS

For the duration of this Agreement, each full-time employee in the bargaining unit will have the following annual holidays:

- New Year's Day 1 day (8 hours)
- Memorial Day 1 day (8 hours)
- Independence Day 1 day (8 hours)
- Labor Day 1 day (8 hours)
- Thanksgiving Day 1 day (8 hours)
- Christmas Day 1 day (8 hours)

These holidays will be observed on the same day designated by the State of California.

Employees with fewer than six (6) months employment will not be entitled to take VTO time off. However, they will accrue VTO time which may be taken subsequently to their six (6) month anniversary with SunLine. An employee terminating employment with SunLine shall not be entitled to holiday compensation not already paid (or its equivalent in time off).

Holiday pay will not be made to employees while on leave of absence.

HOLIDAY PAY

- 1) Employees, except part-timers who do not work on a Holiday, will be paid 8/10 hours at their regular straight time rate of pay for the Holiday provided such employees work the entire shift on their last scheduled or assigned work day prior to the Holiday and on their first scheduled or assigned work day after the Holiday.
- 2) The 8/10 hour Holiday pay will not be paid if the employee was scheduled to work on the Holiday and did not do so.
- 3) All hourly rated employees who work on any of the Holidays will be paid 2 ½ times their straight time rate of pay for all time worked with a minimum guarantee of 20 hours pay.

SECTION 4. SICK TIME

Sick time is accrued per chart below. Accruals begin on the first day of full time employment. Sick time may not be taken as paid time off until six (6) months have passed since date of employment. A doctor's certificate or other reasonable proof of illness will be required. Each employee will be given the option of accumulating sick time hours year to year, or receiving payment for the unused hours. Employees will be notified of available hours to sell back in late October/early November of each year. The employee then notifies SunLine of the requested amount of sick time they wish to sell on the required form within the required time period. The payment for those sick hours sold will be included in the first paycheck issued in December. Employees must retain a minimum balance of 40 hours. Accrued sick time hours are not payable at the time of termination. Sick time will not accumulate during a leave of absence. If all sick time has been used and an employee calls in sick, such absence from work will be considered as Leave Without Pay. Failure to call in sick at least sixty (60) minutes prior to sign on time will be considered a Miss Out whether or not there is enough sick time to cover the absence. (See Article G-21, Section 2 for applicability to maintenance employees for attendance.)

Sick time shall be paid in hourly increments or by run/shift time with a minimum guarantee of eight (8) or ten (10) hour shift at employee's option.

If a full-time employee accepts a part-time position, their sick leave balance/accruals shall be frozen until they return to full-time.

Sick Leave shall accumulate based on paid hours.

| SICK TIME OFF | | | |
|---------------|-------------------------------------|----------------|--------------------|
| Shift | Accumulation per 80 hour pay period | Annual Maximum | Equivalent in Days |
| 8 hour shift | 3.08 hours | 80 hours | 10 days |
| 10 hour shift | 3.08 hours | 80 hours | 8 days |

SECTION 5. BEREAVEMENT LEAVE

A bereavement leave of absence up to four (4) working days shall be granted employees as a result of death in the immediate family without any reduction in pay. Employees may use VTO and sick time in conjunction with bereavement if management is notified of the use of VTO or Sick. The immediate family is considered to be any relative by blood or marriage who is a member of the employee's household, or any parent, grandparent, step-parent, spouse, child, brother, sister or grandchild of the employee, or the employee's spouse, regardless of residence. For the purposes of this provision, a domestic partner is treated the same as a spouse.

ARTICLE G-31 FRINGE BENEFITS

SECTION 1. RETIREMENT

Effective February 1, 1980, SunLine and the Union hereby accept, ratify and become bound by the terms of that certain Trust Agreement, dated January 1, 1981, as amended, establishing the SunLine Transit Agency Employees Retirement System.

SunLine shall continue to contribute monthly to the Retirement System that sum established by the Fund as is necessary to provide for those benefits established by the Trust Agreement. Said contributions shall be made in the manner prescribed by the Retirement Fund Committee.

Beginning on July 1, 2007, pension will be calculated using three years (36 months) rather than the current five years (60 months). In addition, the amount an employee receives from the Social Security Administration will no longer be figured into the calculations for retirement benefits.

SunLine will commit to a study to be completed on or before December 31, 2015 which will cost out "2%@62", "2%@60", "2.5%@60", and "2%@55" benefit formulas in the current plan, CalPERS and PARS. A copy of these studies will be provided promptly to ATU.

SECTION 2. DISABILITY INSURANCE.

For the duration of this Agreement, SunLine will arrange for short and long term disability insurance. SunLine to pay 30% of short and long term disability premium costs. Employee shall be required to utilize accrued sick leave balances concurrent with the utilization of short term disability.

SECTION 3. MEDICAL INSURANCE.

SunLine agrees that full-time employees and their dependents will be provided health insurance paid by SunLine. It is mutually agreed that the per month family SunLine cost for said insurance shall be limited as follows:

January 1, 2016 through December 31, 2016

Employee Only: \$554

Employee +1: \$992

Employee + Family: \$1194

January 1, 2017 through December 31, 2017

Employee Only: \$554

Employee +1: \$992

Employee + Family: \$1229

January 1, 2018 through December 31, 2018

Employee Only: \$554

Employee +1: \$992

Employee + Family: \$1264

January 1, 2019 through March 31, 2019

Employee Only: \$554

Employee +1: \$992

Employee + Family: \$1299

It is mutually agreed that SunLine will contract with CalPERS for medical insurance in accordance with the Public Employees Medical and Hospital Care Act (PEMHCA).

Beginning on April 1, 1996, SunLine agrees that full time employees will be provided with \$25,000 term life insurance that is paid by SunLine. Should employee be on leave of absence, they shall reimburse SunLine for the cost of the life insurance premiums paid during their absence.

Any employee who is not working due to illness, injury, or pregnancy who is still an employee of SunLine, shall have SunLine's share of the health and dental insurance premium continued to be paid for by SunLine as follows:

Three (3) months of premium payments for every year of employment up to a maximum of one (1) year's worth of premium.

Employees who have not completed one (1) year shall be responsible for paying the full premium if they wish to continue coverage while off for illness after sixty (60) days of absence.

SunLine agrees that full-time employees and their dependents will be provided dental/vision insurance paid by SunLine.

SECTION 4. PART-TIME EMPLOYEES

Effective April 1, 1993, part-time employees shall receive the following benefits for the duration of their part-time status:

- a) During first year of employment, part-time employees shall be paid an eight (8) hour holiday pay for their birthday in the pay period in which it occurs, and an eight (8) hour holiday pay for the anniversary of hire date.
- b) During second year of employment, in addition to those holidays listed above in (a), part-time employees shall accrue VTO at the same rate a full time employee would earn two weeks paid vacation in a one year time period. These accruals will be made on a per hour actually worked basis. Actual VTO accrual is .04 VTO for each hour actually worked.
- c) In addition to those Holiday Pay hours listed in Section 4 a) above, eight (8) hours of VTO time shall be added to each part time employee's VTO bank on the anniversary of hire date for each full year they have been employed in the part time status.
- d) Beginning on April 1, 2000, SunLine shall pay the cost of providing employee-only health coverage for all part-time employees. These part-time employees may extend the coverage to their spouse, children, or family by paying the cost of that coverage.

SECTION 5. EMPLOYEE PASSES

Employees covered by this Agreement shall be provided free transportation over SunLine's lines upon presentation of proper identification to be furnished to the employees by SunLine without charge. SunLine agrees to issue passes to the spouse of each employee. SunLine further agrees to issue passes to dependent minor children, eighteen (18) years and younger, dependent children of the employee over 18, but under 22, who are full time students and still living at home, and to dependents who are handicapped and living at home. All free transportation privileges expire upon termination or lay-off of the employee. Lost passes will be replaced the first time at no charge to the employee. The second replacement will cost the employee \$10.00 for each pass, and the third or more replacement shall cost the employee \$25.00.

Effective April 1, 2012 all SunLine retirees (those who are collecting a pension) will be entitled to a lifetime bus pass.

ARTICLE G-32
OUTSIDE EMPLOYMENT

Employees are prohibited from engaging in employment outside of SunLine which would interfere with their duties and the safe operation of SunLine vehicles.

ARTICLE G-33
PROBATION

SECTION 1.

All new employees shall be on probation for a period of one hundred and twenty (120) days or the equivalent work hours from the date of employment. Such probationary period shall constitute a trial period during which SunLine is to judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. During this 120 day probationary period, the employee is not covered by the grievance procedure for disciplinary purposes only.

SunLine retains the right to extend the probationary period for an additional thirty (30) days. Such extension, to be provided to the employee in writing, shall be subject to the approval of the Union. During this 30 day extension, the employee is covered by the grievance procedure. The judgment of SunLine regarding a probationary employee's qualifications shall not be subject to the grievance procedure.

A full-time or part-time employee who has already completed their probationary period shall not be required to complete a second probationary period if they move from full-time to part-time, or from part-time to full-time. Further, a full-time employee who moves into a part-time position retains the right to contest discipline or discharge through the grievance arbitration mechanism of this Memorandum of Understanding.

ARTICLE G-34:
ATTENDANCE

SECTION 1. POLICY STATEMENT

All ATU employees are expected to be punctual and to maintain good attendance in accordance with this policy.

The Agency encourages positive health practices by its employees and will try to accommodate employee requests for health care appointments.

An employee may be dismissed for absenteeism in accordance with this policy.

SECTION 2. PURPOSE

This policy outlines attendance standards for ATU employees and general responsibilities of the Managers/Supervisors/Dispatchers and employees.

SECTION 3. APPLICATION

This policy applies to all represented Agency employees.

SECTION 4. PROCEDURE

Each Department Head who has ATU represented employees is responsible for informing those employees of the Agency's Attendance Policy and for enforcing the policy. The Manager/Supervisor/Dispatcher is responsible for the application of progressive discipline to correct employee's excessive absenteeism. All discipline (except verbal counseling) must be recorded in the employee's file.

A. Employee Responsibilities

1. An employee must:

- a) Maintain an attendance record in conformity with this policy.
- b) Report to work on time.
- c) Notify his/her immediate supervisor/dispatcher as soon as possible (preferably prior to the start of the work shift) if unable to report for work and state the reason for the absence and the expected duration.
- d) Bid or obtain Manager/Supervisor's/Dispatcher's prior approval in writing to take vacation or floating holiday time off.
- e) Schedule medical appointments during non-work hours when possible, or at the beginning or end of the work day, to minimize disruption of the work schedule.
- f) Contact his/her "on-duty shift" supervisor/dispatcher or acting supervisor to inform them of his/her need to be absent and the estimated length of absence, if it is anticipated to last longer than one day.
- g) Prior to returning to work, and at least 24 hours prior to commencement of his/her regular shift, inform his/her "on-duty shift" Manager/Supervisor/Dispatcher of his/her intention to return the next work day.

2. When so requested an employee shall provide a medical release upon return to work if an absence exceeds two consecutive working days.

3. Employees who anticipate ongoing absences for medical or other reasons should request a conference with the immediate Manager/Supervisor to try to work out a mutually satisfactory solution to the problem. It is the employee's responsibility to bring such problems to the Manager/Supervisor's/Dispatcher's attention.

4. Falsification of sickness is grounds for discipline up to and including termination.

B. Management Responsibilities and Guidelines

1. Each Manager shall communicate the Attendance Policy to all ATU employees under their supervision.

2. Attendance, tardiness, and cut standards shall be enforced to maximize department efficiency and operation.

3. Each Manager shall ensure that absences are properly recorded in employee records, consistent with personnel procedures (manual and computer).
4. Employees whose absences are excessive shall be subject to progressive discipline including suspension and termination in accordance with this policy. Managers shall initiate progressive discipline whenever an employee's absences become excessive.
5. Reasonable employee requests for time off may be granted unless the Agency's needs cannot be met if such accommodation is made.
6. Absences for Vacation, Holidays, Military Leave, Bereavement Leave, "Leave without pay" and Industrial Injuries and other leaves protected by state or federal law shall not count as an absence under this policy.
7. An acceptable alternative to granting time off is to permit an employee to come in early or work late to make up for time taken that day for a medical appointment, provided adequate supervision is available during the extended hours. This lessens the employee's use of time off and results in the Department receiving a full day's work from the employee.

This alternative does not trigger overtime provisions.

SECTION 5. MITIGATING CIRCUMSTANCES

Managers/Supervisors/Dispatchers may mitigate discipline and excuse an absence.

It is the intention of the Agency and the Union that this Attendance Policy shall be fairly administered. To that end Managers/Supervisors/Dispatchers shall have the prerogative to excuse absences due to mitigating circumstances. "Mitigating Circumstances" are situations for which an employee can provide verification or documentation of the event which caused the absence or a situation that the employee discusses with management in advance. The following are some examples of mitigating circumstances that support excusing an absence:

1. Hospitalization of employee or immediate family member or accidents involving employee or immediate family, e.g., child breaks arm at school, car accidents, ski accidents.
2. Home emergencies
 - a) Burglary
 - b) Fires, floods, earthquakes
3. Dental/doctor appointments, (family/employee). Especially a series of appointments over a span of time and when an employee is willing to schedule such appointments at the beginning/ending of shift to minimize time lost.
4. An employee with a usually good attendance record who experiences a major medical problem resulting in a lengthy absence and follow-up medical appointments.

5. Reasonable hospitalization recovery time from employee hospital/clinic medical procedures.

6. An employee who is a self-referral to the Employee Assistance Program (EAP) shall not have his/her absences counted for the period of his/her enrollment in the EAP. The above shall be limited to one (1) employee self-referral to the EAP for the term of this Agreement. In order to have the above absence excused the employee must notify his/her Supervisor/Manager within 24 hours after his/her enrollment in the EAP.

7. Court appearances under subpoena.

SECTION 6. PATTERNS OF ABSENCES

Patterns of absence, regardless of whether the absence is paid or unpaid, may be ground for disciplinary action, up to and including termination of employment. Examples include but are not limited to:

- a) Thirteen (13) absences in a rolling 365 day period measured backwards from the current absence.
- b) Absences on days before or immediately after scheduled days off.
- c) Absences on work days immediately preceding or after pay days.
- d) Ending a shift/assignment early or not completing the second portion of a split shift.
- e) Calling in "sick" after VTO has been denied.
- f) A pattern of absences for the same day of the week.
- g) A pattern of absences that results in a leave without pay (LWOP)

SECTION 7. PROGRESSIVE DISCIPLINE

Progressive discipline shall be as follows:

- a) Upon receipt of the fourth absence within a rolling twelve month period the employee will receive a verbal warning that a pattern is developing.
- b) Upon receipt of the sixth absence within a rolling twelve month period the employee will receive a written warning of violation of the attendance policy.
- c) The eighth absence within the rolling twelve month period will result in a one day suspension.
- d) The tenth absence within the rolling twelve month period will result in a final warning and three day suspension.
- e) The thirteenth absence within the rolling twelve month period will result in termination.

Administrative Guidelines

| Discipline Steps | * Absence | Discipline |
|----------------------|-----------|--|
| 1 st Step | 4 | Verbal counseling write-up to employee's file. |
| 2 nd Step | 6 | Formal counseling write-up to employee's file (this step would constitute poor attendance for promotions). |
| 3 rd Step | 8 | Formal hearing –one day_suspension – one day plus review of attendance policy. |
| 4 th Step | 10 | Formal hearing – Final_warning_- 3 days suspension |
| 5 th Step | 13 | Formal hearing termination |

SECTION 8. DEFINITIONS

Absence: a period of one or more consecutive working days or a portion of a day of 61 minutes or more, that is not covered under VTO provisions or Section 4 of this Article.

Cut: Employee leaves early; an absence of less than or equal to 60 minutes and 59 seconds at the end of the work shift. Two cuts equal one absence.

Leave without pay: Allowing an employee to be absent without pay, when an employee needs time off but has no accrued leave time to use. Leave without pay is granted only to employees whose attendance record is not excessive and when the workload can accommodate such absence.

Part 2
OPERATIONS PROVISIONS
PART-TIME EMPLOYEES

ARTICLE O-1
MCOS AND PARATRANSIT PART-TIME EMPLOYEES

SECTION 1.

A part-time employee in Operations is a motor coach operator/paratransit operator who is designated by SunLine as a part-time employee. A part-time motor coach operator/paratransit operator is not entitled to paid time off, health and welfare or other fringe benefits, except as those specifically listed in the MOU. During the probationary period, employee's qualifications and performance shall not be subject to the grievance procedure. A full-time employee who moves into a part-time position retains the right to contest discipline or discharge through the grievance and arbitration mechanism of this MOU.

SECTION 2.

Beginning 4/1/1999, a part-time motor coach operator may be scheduled to work up to a maximum of 120 hours per month. However, from May 1st to October 31st of each year, a part-time motor coach operator may be scheduled to work up to a maximum of 150 hours per month. The maximum number of part-time motor coach operators shall be 16.

SECTION 3.

There will be a separate seniority list for all part-time operators. Part-time operators who apply for full-time motor coach operator position shall be given preference for such employment in order of seniority. Should the senior part-time operator refuse to apply for said vacancy, such refusal shall result in placing the employee at the bottom of the seniority list for consideration for full-time employment. Except for reduction in service, no full-time operator shall be allowed to "bump-down" into part-time service.

ARTICLE O-2
SELECTION OF RUNS

SECTION 1.

There shall be a general sign-up to take effect in January, May and September. The effective dates or frequency of the sign-ups may be changed by mutual consent of SunLine and the Union. The mechanism for conducting these sign-ups shall be agreed between the General Manager and the Union Representative.

The effective dates shall be the first Sunday of the month and sign-ups shall be posted two (2) weeks prior to effective date.

All sign-ups shall be completed no less than seven (7) calendar days prior to effective date.

SECTION 2.

All bidding shall take place on SunLine property. Employees may leave a proxy bid with the Union representative. The order of the employee's choice shall be designated in numerical order. If the run (or runs) specified in the proxy is not available and the employee cannot be contacted, a run will be selected by the Union representative. Selected runs shall conform as near as possible to the hours of work and days off as indicated by employee's proxy bid. All employees will be assigned a specific date and time to make their selection of runs. Each employee will be given up to ten minutes to make their choice. In the event an employee is not available to bid, or does not bid, when it comes time to do so, the Union representative shall bid for such employee an assignment as close as possible to that presently being held.

The Union Steward will bid for any motor coach operator who is on extended leave who is not expected to return to work at bid time and that assignment will be worked as a hold-down by the extra board. When that motor coach operator returns to work, the motor coach operator will take their assignment and the extra board operator returns to the extra board. Paratransit will follow their existing procedure unless a paratransit extra board is established

SECTION 3.

When there is a curtailment of service or a regular run is changed, and the change affects the sign-on time or the sign-off time thirty (30) minutes or more or the pay time sixty (60) minutes or more or the day off, there shall be a partial emergency sign-up commencing with the employee whose run was affected.

SECTION 4.

This emergency sign-up shall be posted for bid as quickly as schedules and sign-up sheets can be prepared, and the effective date of the sign-up shall be the first Sunday following the completion of the sign-up. However, in no event shall the effective date of the sign-up be more than ten (10) days, exclusive of Saturdays, Sundays or holidays, after the date on which the schedule change occurred. If the pay time in a regular run is reduced by reason of the change or curtailment of service, the original pay time will be paid until the partial emergency sign-up is effective.

SECTION 5. OPEN RUNS.

Where a new run is created for any reason, SunLine shall bid the open run, in seniority order. After one (1) round of bidding, the remaining open position may be filled by SunLine with a part-time employee and no further bid shall take place. Where an old run becomes open, for any reason, SunLine shall have the right to fill the position with a part-time employee and no bid shall take place.

SECTION 6. EXTRA BOARD OPERATORS

All regular operators on the extra board shall be guaranteed eight (8) hours pay daily on five (5) days of the week or ten (10) hours daily on four (4) days of the week. The extra board will operate on a rotation of "first up - first out". The extra board mark-up will be completed at 5:00 p.m. each evening for the next day, with the first open assignment of the day assigned to the first operator on the extra board, and so forth until the board is

completely assigned. The extra board will be rotated daily at the mark-up (Example: Operator in position #2 on Tuesday would be rotated to position #1 on Wednesday.) If additional assignments become available after the daily extra board mark-up (5:00 p.m.) will be offered to the first full time extra board employee who does not have an assignment. If no assignment is made, those extra board operators will be considered "standby". Standby Operators will be assigned to work up to the hours of spread time with no loss of pay. If there are no full time extra board operators, the work will be given to the part time operators and lastly, if necessary, additional work will be offered to full time regular assigned operators who have signed up to work overtime on their days off. Extra board assignments will be bid in the same manner as all other runs.

Hold-downs will be created by an absence of work that requires a regular operator to be off for five (5) working days within a work week (work week is defined as Sunday through Saturday). This will include vacations of one (1) week's duration or more, STD leave, worker's compensation leave, voluntary leaves of absences, sick leave, termination or any other absence of five (5) days or longer.

The extra board hold-down procedure will be as follows: Any run that becomes open for a period of five (5) working days within a work week will be offered to the top seniority extra board operators for their acceptance or rejection and if rejected, will be offered to every extra board operator in seniority order until it reaches the last operator in seniority on the extra board. The last operator in seniority will be obligated to take the open run if not taken by an extra board operator with higher seniority.

All hold-downs will be completed and posted by noon Friday of the week prior to the open run. Extra board operators selecting a hold-down will remain on that hold-down for all full work weeks of that hold-down. Open runs of less than five (5) days within a work week will be assigned to the normal extra board rotation.

When an operator takes a hold-down, their name remains in the extra board rotation as if they were on the extra board daily, but will not be considered an extra board operator during their hold-down period and will not be governed by extra board rules during this period. At the end of the hold-down period, the operators will re-enter the extra board in proper rotation.

SECTION 7.

Any extra board motor coach operator obligated to work at a location other than the Bid Yard shall be provided transportation to and from such assignments. All such travel time shall be considered as time worked, until that location becomes a regular operating division.

ARTICLE O-3 SCHEDULING OF OPERATORS

SECTION 1.

There shall be a maximum spread of eleven (11) hours on split runs. There shall be no more than one (1) split in a day's run. These provisions will also apply to the Extra Board.

SECTION 2.

All regular employees in the bargaining unit are guaranteed eight (8) hours pay daily on five (5) days of the week or ten (10) hours daily on four (4) days of the week.

Operators shall be guaranteed two consecutive days off.

Part time employees shall be guaranteed at least two (2) fixed days off per week.

Eight hours guarantees for day off work. And if SunLine holds Operator over on any day, that days' overtime will be guaranteed.

SunLine guarantees a minimum of six (6) 4/10 shifts in each bid.

SECTION 3.

Initial sign-on and final sign-off for regular full-time operators will be done at the same location. SunLine shall attempt to set up designated stop points in close proximity to restrooms and fresh drinking water. Operators shall attempt to exclusively use these facilities.

Operators shall be required to report ten (10) minutes before their runs are scheduled for the purposes of vehicle check-out and this shall be considered time worked.

SECTION 4.

Operations supervisory personnel will be permitted to operate a coach in revenue service under the following conditions only:

- a) When there exists an emergency which does not permit contact of part-time, day off, or personnel on a scheduled split, operations supervisory personnel will be authorized to operate the coach in revenue service until such time as a qualified operator can be contacted and placed on the coach.
- b) After attempting to contact an individual indicating a desire to work on days off, operations supervisory personnel are authorized to operate a coach in revenue service if contact cannot be made or those individuals contacted decline the work.
- c) In order to keep Supervisors' driving skills at a high level, supervisors may operate a coach in revenue service (at a maximum of four (4) hours per month) for training purposes with the presence of the motor coach operator. The motor coach operators shall earn the training rate for all time the supervisor operates the coach.

SECTION 5. VOLUNTARY CALL BACK (VCB)

- a) Establish a VCB Form. Coach operator desiring to work on their days off shall sign up each month, and shall indicate which of their days off they are willing to work.
- b) The VCB forms will be maintained in dispatch.
- c) Seniority of sign-ups and work assignments on the VCB form is based on the operator's seniority number with the first available run being assigned to the VCB operator with the highest seniority number.
- d) Fixed Route VCB:
 1. Assignments available prior to 5:00 p.m.: An operator who signed up for the VCB is responsible for calling the Dispatcher between 5:00 p.m. and 8:00 p.m. the evening prior to the day off to ascertain their report time and run/shift assignment. Dispatch will assign runs that are available prior to 5:00 p.m. based on the VCB by assigning the most senior eligible operator (having a 9 hour rest period) to the run with the most hours. The assignments pursuant to this section (d)(1) may be for a specific run/shift, or SunLine may assign the operator to be on call for the following day. An on-call operator will be informed by 6:00 a.m. of a shift/run assignment for that day. Operators assigned to be on-call pursuant to this Section who are not called to work will be paid for two (2) hours (straight time) for being on call. If the operator is actually required to work, this two (2) hours of pay shall be included in (not in addition to) the pay for the work if the operator is called in to work.
 2. Assignments available after 5:00 p.m.: Dispatch will call the most senior eligible operator (having a 9 hour rest period) to offer the first available run excluding the operators that have already been assigned work in paragraph 1. If Dispatch calls the operator, acceptance of work assignment is voluntary. A voicemail is sufficient notification under this subsection, and if an operator receives a voicemail, operator may advise dispatch of their availability and will be given work if available pursuant to this section.

If the operator fails to show up for their next days assigned run/shift assignment they may be charged with a miss-out in accordance with Article G-21.

Coverage of open runs will be in the following order:

Fixed Route

1. Extra Board
2. VCB (Full Time Operators)
3. VCB (Part Time Operators)
4. Seniority Order – Full Time
5. Part Time – MAX HRS – Regular Seniority Rotation
6. Part Time – MAX HRS – (day off) Seniority Rotation
7. Supervision

e.) Paratransit VCB:

1. Assignments available prior to 7:00 p.m.: An operator who signed up for the VCB is responsible for calling the Dispatcher between 7:00 p.m. and 8:00 p.m. the evening prior to the day off to ascertain their report time and run/shift assignment. Dispatch will assign runs that are available prior to 7:00 p.m. based on the VCB by assigning the most senior eligible operator (having a 9 hour rest period) to the run with the most hours at the time the assignment is made. The assignments pursuant to this section (e)(1) may be for a specific route, or SunLine may assign the operator to be on call for the following day. An on-call operator will be informed by 6:00 a.m. of a route assignment for that day. Operators assigned to be on-call pursuant to this Section who are not called to work will be paid for two (2) hours (straight time) for being on call. If the operator is actually required to work, this two (2) hours of pay shall be included in (not in addition to) the pay for the work if the operator is called in to work.
2. Assignments available after 7:00 p.m.: Dispatch will call the most senior eligible operator (having a 9 hour rest period) to offer the first available run excluding the operators that have already been assigned work in paragraph 1. If Dispatch calls the operator, acceptance of work assignment is voluntary. A voicemail is sufficient notification under this subsection, and if an operator receives a voicemail, operator may advise dispatch of their availability and will be given work if available pursuant to this section.

If the operator fails to show up for their next days assigned run/shift assignment they may be charged with a miss-out in accordance with Article G-21.

SunDial

1. Part Time or NWA (but not Maxed)
 2. VCB (Full Time Operators)
 3. VCB (Part Time Operators)
 4. Seniority Order Full Time
 5. Part Time MAX HRS – regular day seniority rotation
 6. Part Time MAX HRS – days off – seniority rotation
 7. Part Time Fixed Route Operators (with proper training)
 8. Full Time Fixed Route Operators (with proper training)
 9. Supervision
- f) Dispatchers shall post on the dispatch windows on a daily basis (1) the Voluntary Call Back List for Fixed Route and Paratransit Operators, (2) the daily assignments from the Extra Board List, Voluntary Call Back List, and any other non-regular assignment list.
- g) With 48 hours notice, an operator may remove their name from the VCB list for the balance of the monthly sign-up period.
- h) A Fixed Route operator may remove their name from the VCB for a specific day(s) before 2:00 p.m. the day before their VCB assignment, thus remaining on the VCB for subsequent periods.
- i) A Paratransit operator may remove their name from the VCB for a specific day(s) before 4:00 p.m. the day before their VCB assignment, thus remaining on the VCB for subsequent periods.

SECTION 6. REST AND MEAL PERIODS

- a) There shall be operator Rest/Meal Periods which will be at least enough time to give 50 minutes total in a regular 8-hour day. There is no rest period due for a total work period in a workday of less than 3.5 hours.
- b) Rest/Meal Periods should be as evenly distributed as possible through an operators' work period, 50 minutes in a work period that is continuous and approximately 8 hours and 80 minutes in a work period that exceeds 10 hours of work.
- c) Rest/Meal Period time is set aside for the use of the operator for a short rest, meal or other personal needs.
- d) From time to time, the system schedules may not permit the time required for the Rest/Meal Period for operators and the parties agree to the following Committee and review process to make adjustments to Rest/Meal Period time to the run cut:

1. From time to time, the system schedules may not permit the time required for Rest/Meal Periods for operators to be met and the parties agree to the following as a review and an adjustment process to bring the system run cut back into compliance. There will be a joint Schedule Adherence Review Committee made up of the Chief Operating Officer and an appointed member by the Union. The Committee will review complaints by operators related to the loss of Rest/Meal Periods. The Committee will investigate the filed complaints to determine the validity of the claim. Invalid claims will be returned to the employee with an explanation. Valid claims will be adjusted according to sections 2 and 3 below. Disputed claims will be sent to a neutral for binding arbitration to determine validity. No attorneys or transcripts will be used. A written decision from the neutral is expected. Decisions will be final and binding on the parties.
2. Committee Decisions. Claims found to be valid by the Committee by the end of the first month of a sign up, will be adjusted by the beginning of the next sign up and no penalty shall accrue if adjusted within that time frame. Claims found to be valid after the first month of any sign up where there is no time for an adjustment, will be adjusted by the sign up following the next sign up and no penalty shall accrue if adjusted within that time frame. If an adjustment is found to be appropriate and is not made within the times specified above, the affected operators shall be paid one hour for each day until the adjustment is made.
3. Arbitration claims. As to any matter that is subject to arbitration, no penalty shall be retroactively accrued or required to be paid by SunLine until a final decision is made by the neutral. Once a binding decision is made, SunLine shall pay operators one hour for each day until the run cut is adjusted retroactive to date of complaint to comply with the Meal and Break time requirements above.

e) This section will also apply to the Para transit section of the M.O.U.

Amalgamated Transit Union and SunLine have negotiated the preceding provisions as an alternative to strict compliance with the Rest/Meal Periods in of Wage Order No. 9.

1. It is the intent of the parties that the attached Section 6 Meal/Rest Period is in compliance with Industrial Welfare Order 9-2001 which was amended and effective July 1, 2004. The parties are committed to implement these applicable provisions within the spirit and intent of the law by the terms attached.
2. The parties agree that SunLine, where necessary, shall make adjustments to the system run cut to comply with the Rest/Meal Period provisions of this agreement no later than the Third Run Bid in September of 2005. No retroactive penalty shall apply for any run cut prior to September of 2005.
3. As negotiated, this alternative scheduling and reconciliation process meets all legal requirements of Wage Order No. 9. There are no penalties under WO-9 other than that which are negotiated in this Rest/Meal Period provision.

ARTICLE O-4
OPERATOR DUTIES

SECTION 1. HOURS OF REST.

Each motor coach operator shall be allowed nine (9) consecutive hours of rest out of twenty-four (24), and shall be paid at the rate of time and one-half (1- 1/2) for all time worked during such rest period.

SECTION 2.

Any employee acting as an operator trainer or line instructor shall be paid fifteen percent (15%) per hour above their rate for each hour or fraction of any hour for such work.

SECTION 3. OPERATOR DUTIES.

An operator's duties shall consist of operator-related work such as exchange of buses, operation of relief vehicles, completion of mandatory California Highway Patrol forms, required paperwork, providing passengers with information and timing runs. Should SunLine overnight buses at a satellite location, operator's duties will be open to meet and confer.

The operator may also be assigned, on a temporary basis, duties as designated by SunLine so long as such assignment is not demeaning or in the jurisdiction of the traditional maintenance duties at SunLine.

Dispatch shall post a sign-up sheet for extra duties (other than driving a bus) when such duties become available. Work will be assigned to the most senior operator who is not otherwise assigned regular work for the times these extra duties are available as long as overtime is not required. Such work shall be rotated by seniority and shall not be work normally assigned to any classification listed in Article G-29.

SECTION 4. RESTROOM COMMITTEE

Semi-annually, ATU Stewards will be relieved from assigned duties to provide SunLine with a list of convenient restroom locations. The locations/businesses will be contacted by SunLine to determine if their restroom facilities can be made available to Operators. A list of convenient restroom facilities will be posted for employee's use.

ARTICLE O-5
EXACT FARE PLAN

SunLine agrees to continue the exact fare or pass plans. SunLine may implement a sale of a pass plan on the bus.

ARTICLE O-6 PARATRANSIT

SECTION 1. CROSS TRAINING OF PARATRANSIT OPERATORS AS ORDER TAKERS/DISPATCHERS.

SunLine will continue to train and use Paratransit Operators as both Order Takers and Dispatchers (in SunDial only) so that cross training and eligibility for promotion continues. The employee serving in the role of trainee shall receive an additional Dollar and five cents (\$1.05) per hour for all hours worked as an order taker/dispatcher trainee. Whenever such training involves overtime, the formula used to calculate the overtime will be: hourly rate + \$1.05 X 1-1/2.

SECTION 2. "PARKOUTS" WILL BE ALLOWED.

SunLine may assign certain runs so that the Paratransit Operator may drive home a SunDial vehicle, and then begin service with that vehicle in the a.m. It is clearly understood that no driver may use the SunDial vehicle for personal use going to or from assigned origination or termination points, or at any time while in their control. Paratransit Operators assigned parkouts are responsible to check under the hood as part of their regular duties.

SECTION 3. PARATRANSIT OPERATORS WILL CONTINUE TO FUEL SUNDIAL VEHICLES.

Paratransit Operators will still be assigned the duty of fueling their vehicles, except on their final trip.

SECTION 4. PART TIME SUNBUS MCO'S MAY DRIVE SUNDIAL.

Part-time MCO's may assist when needed in the provision of SunDial services. Such Part-timers will not suffer any reduction in wages.

SECTION 5. HIRING OF NEW EMPLOYEES FOR SUNLINE

Vacancies in Full Time Motor Coach Operator positions will be posted and filled following this sequence: 1) Part time Motor Coach Operators; 2) Full time Paratransit Operators; 3) Part time Paratransit Operators, and 4) outside applicants.

SECTION 6. BENEFITS WHEN ACCEPTING MCO POSITION

If any Paratransit Operator becomes a Part Time Motor Coach Operator, the benefits that go with that position will apply.

SECTION 7. DAILY OVERTIME

Also effective with the implementation of the 7/2/00 bid, overtime will be paid on a daily basis for paratransit drivers only. Overtime will begin after 10 hours in any one day. Anytime above 8 hours, on a daily basis, will be paid at the rate of 1 ½ regular pay.

SECTION 8. PART TIME OPERATORS

SunLine may hire up to six (6) part time operators to cover vacations, sick time, and other absences.

SECTION 9. ADDITIONAL PROVISIONS

- a) Full time paratransit operators with less than 10 years of service accrue 80 hours of VTO per year.
- b) Full time paratransit operators, upon completion of 10 years of service, accrue 120 hours of VTO per year.
- c) Full time paratransit operators with 36 months of service, shall accrue 3 floating holidays per year.

Part 3
MAINTENANCE PROVISIONS

ARTICLE M-1
PROBATION

All new employees shall be on probation for a period of Ninety (90) days or the equivalent work hours from the date of employment. Such probationary period shall constitute a trial period during which SunLine is to judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. During this 90 day probationary period, the employee is not covered by the grievance procedure for disciplinary purposes only.

SunLine retains the right to extend the probationary period for an additional thirty (30) days. Such extension, to be provided to the employee in writing, shall be subject to the approval of the Union. During this 30 day extension, the employee is covered by the grievance procedure. The judgment of SunLine regarding a probationary employee's qualifications shall not be subject to the grievance procedure.

ARTICLE M-2
SELECTION OF SHIFTS

There shall be at least three (3) sign ups per year for shifts and days off. The sign ups shall go into effect January, May, and September. All bids shall be posted for ten (10) consecutive days prior to the effective date of the implementation date. No sign up shall be less than sixty (60) consecutive days in duration. The method of bidding shifts and days off is to be established by mutual agreement of the parties. The Union Representative shall have the opportunity to review and negotiate these schedules with the department head or designee seven (7) days prior to posting.

Maintenance employees shall select their work schedules and shifts in accordance with their ATU Maintenance Seniority. If an employee doesn't bid, or refuses to bid, the shop steward shall bid for such employee an assignment as close as possible to that presently being held. After the bid sheets are agreed to, they shall not be changed without mutual consent between the Union and SunLine. Shop steward shall work the day shift with Saturday and Sunday off. Bid sheets will be sent to the Union following completion of each bid.

New mechanics will be placed within any shift during the first 90 days. If a bid occurs prior to the new hire completing the 90 days probation, he/she will continue to be assigned a shift. SunLine agrees not to change the number of slots per shift due to the new hire.

ARTICLE M-3
MAINTENANCE DEPARTMENT

SECTION 1. WORKING ON DAYS OFF.

In the event an employee works on their day off, they shall be guaranteed a minimum of eight (8) hours pay and shall be paid the overtime rate for all work performed on their day off. In addition, no employee shall be required to work on that employee's regular day off unless there are substantial abnormalities in service requirements.

SECTION 2. SUNLINE SHALL FURNISH THE FOLLOWING TOOLS/EQUIPMENT FOR THE USE OF THE EMPLOYEE:

- a) Power tools presently provided by SunLine.
- b) Sockets and handles 3/4" drive and over.
- c) Taps and dies.
- d) Screw extractors, drill bits and hack saw blades.
- e) Rechargeable flashlight batteries, extension lights and cords.
- f) Air hoses, quick disconnects, air chucks and cleaning blow nozzles.
- g) Safety glasses.
- h) All spray guns.
- i) All metric tools.
- j) All electronic tools except DVOM.

SECTION 3. BUMPING.

Maintenance employees displaced by senior employees, 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 provided they are qualified. This provision shall not apply to operators transferring from operations to maintenance department.

SECTION 4. DUTIES OF LEADPERSON

Where the Maintenance Director so desires, the Maintenance Director may assign a lead person to a group of employees. A lead person directs an employee group assigned to their responsibility and they need not unnecessarily concern themselves with the work of any employee not in their group.

It is the lead person's responsibility to direct the employees in the progress of their work under the supervision of their immediate supervisors with whom they shall consult in all matters affecting such work.

A lead person has the same responsibility as all employees to report any circumstances affecting the safety of another employee or SunLine property and shall exercise their best efforts to assure that the employees they lead work safely at all times.

Seniority of equally qualified employees shall be the deciding factor in the promotion of an employee to a lead person.

SECTION 5. PROMOTION

Promotions shall be made by qualifications and/or seniority, but if any advanced employee fails to demonstrate the qualifications required on such new position within ninety (90) days, they shall revert back to their former classification without loss of seniority.

SECTION 6.

A training program may be conducted for the purpose of improving skills in order that employees may upgrade themselves.

SECTION 7.

SunLine Transit Agency and the Amalgamated Transit Union have agreed to the following Policy for the promotion of mechanics. It is to the benefit of SunLine and its mechanics that promotions take place as soon as each mechanic reaches a definable level of skills. This policy is designed to set achievable and recognizable standards to measure the promotion of SunLine mechanics.

- 1) SunLine will hire new mechanics into the class for which they are qualified at the time of employment.
- 2) If hired at the C level, each mechanic will be promoted to the B level upon successful completion of their probationary period, their first 90 days.
- 3) If hired at the B level, or upon being promoted to the B level by step 2) above, the criteria outlined below must be achieved to be promoted to the A level.
- 4) If hired at the A level, pay increases will follow the progression rates established in the Memorandum of Understanding.

Mechanics will advance:

- 1) by demonstrating the ability to work with little or no supervision;
- 2) assist or instruct B & C mechanics as directed; and
- 3) proficiency in Mechanic A level skills.

There are 10 categories of proficiency, and each category has certain minimum skills requirements. Once these skill requirements are achieved, promotion to the A level is automatic. In each category, essential requirements are marked with an asterisk, and each of these skills must be demonstrated by the ability to diagnose and repair. Work to be signed off by a supervisor. SunLine realizes that some of the asterisked skills may not be possible to demonstrate as the lack of these types of repairs may prevent a mechanic the opportunity to perform them. In those cases, a majority of the non-asterisked items may be performed in their place. As each skill is signed off, and the asterisked items (or majority of non-asterisked items in their stead) are achieved, the category will be signed off by a supervisor, completing that category.

SunLine will endeavor to provide training, either in-house, with the assistance of vendors, or by more formal educational opportunities, so that each mechanic has the ability to be promoted.

SECTION 8.

Overtime shall be offered to the employee performing the job necessitating the overtime work. Where there is new work to be performed on overtime or where the employee performing the job in progress declines the overtime, such overtime shall be offered on a voluntary, rotating basis to the most senior employee capable of performing the work. Where no employee is capable of performing the work or volunteers for offered overtime, SunLine shall assign the work to the least senior employee capable of performing.

SECTION 9.

Maintenance supervisory personnel may perform work normally performed by Bargaining Unit employees so long as the performance of such work does not result in the layoff of any Bargaining Unit employee. Such work shall be limited to three (3) hours per day. In the event of layoffs, supervisor's work shall be limited to one (1) hour per day. These limitations will not apply in cases of emergency, while training or where an attempt to call in off-duty employees qualified to do the work has not been successful. Such things as Road Calls, Part Room work, pickup or delivery of parts or a bus exchange will not be considered working with the tools of the trade.

SECTION 10.

All regular Maintenance Department employees shall be guaranteed eight (8) hours pay on a five (5) day work week except where holidays intervene. Maintenance employees shall have two (2) consecutive days off per week. The guarantee does not apply to employees who are absent or tardy.

SECTION 11.

SunLine will pay the cost of replacing any tool, broken or worn out, provided that the tool appears on the employee's inventory of tools. The employee shall submit the tool inventory to the immediate supervisor, and update it annually. The supervisor shall review and verify the inventory as soon as reasonably possible after receipt. The immediate supervisor must approve all such replacements; however, the approval will be automatic after verification of the damage and existence of the tool on the aforementioned inventory. In addition, SunLine will provide mechanics with tool insurance in the amount of \$25,000 covering the theft of tools. Insurance premiums are to be paid by SunLine and the \$250 deductible to be paid by the insured employee.

SECTION 12. TOOL ALLOWANCE.

Tool allowances: Mechanics will be eligible after one year.

To encourage mechanics to replace and/or upgrade their tool inventory, SunLine will participate in a reimbursement program for those employees required to have tools.

Effective July 1, 2016, the annual allowance shall be \$700. Reimbursement will be made only once per fiscal year (July 1st through June 30th).

To qualify, employee must:

- 1) Have completed one year of employment.
- 2) Purchase job related "guaranteed" (life time guarantee tools with free replacement for broken) tools;
- 3) Have filed and received approval of a tool inventory with the immediate supervisor, and;
- 4) Provide proper receipts to the immediate supervisor who will approve the reimbursement request.

RATIFICATION AND EXECUTION

SunLine and the Union acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Union and adopted by SunLine's Board of Directors. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of SunLine and the Union. This MOU becomes effective on April 1, 2016.

SUNLINE TRANSIT AGENCY

AMALGAMATED TRANSIT
UNION LOCAL 1277

By: _____
Lauren L. Skiver
General Manager/CEO

By: _____
Arturo E. Aguilar
President/Business Agent

Operator Holiday Bidding Guidelines

Effective May 2015 Bid (Side Letter Continuance)

1. Holiday schedules will be posted along with the normal schedules outlined in the MOU bidding procedures. Schedules will be available for bidding during the regular bidding process for service changes in January, May and September.
2. Sunday schedules will be used for said Holidays.
3. Bidding for Holiday schedules, that operators qualify for (9 hours off per MOU), will be done in seniority order at the same time as the regular bidding.
4. The same bidding rules will be followed per the MOU (ie, 10 min. allowed to submit bid from the operator's bid time, etc.)
5. If an operator is on an approved time-off for the Holiday, it will preclude the operator from bidding on that Holiday.
6. In the event Holiday schedules are not being taken or bid on, SunLine will fill any remaining open Holiday schedules by assigning them to operators that normally work on the day the holiday is on. If an operator is normally off on this day, the operator will not be assigned a holiday schedule. These assignments to cover open runs will be done in inverse seniority order. An operator assigned in inverse order to a holiday will not be allowed to refuse the assignment.

X

Art Aquilar
ATU President

X

Tommy Edwards
Chief Operating Officer

4/13/16

SUNLINE TRANSIT AGENCY AND ATU LOCAL

2016 Negotiations

Side Letter

This Side Letter is subject to approval of total package.

Sunline Transit Agency management will work with one (1) fixed route operator, one (1) paratransit operator, and one (1) maintenance technician appointed by the Union President to create a Safety/Accident Prevention Program to improve operator, passenger and community safety.

This program will be implemented within the first twelve (12) months of the term of the 2016-2019 MOU.

X



1/13/16

Art Aquilar
ATU President

X



4/13/16

Tammy Edwards
Chief Operating Officer