

2015-2018



MEMORANDUM OF UNDERSTANDING BETWEEN
RIVERSIDE TRANSIT AGENCY
AND
AMALGAMATED TRANSIT UNION, LOCAL 1277

SEPTEMBER 1, 2015 – AUGUST 31, 2018

MEMORANDUM OF UNDERSTANDING
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MEMORANDUM OF UNDERSTANDING
BETWEEN
RIVERSIDE TRANSIT AGENCY
AND
AMALGAMATED TRANSIT UNION LOCAL 1277

ARTICLE 1 - RECOGNITION

Section A. Pursuant to the provisions of the Employee Relations Resolution of the Riverside Transit Agency, hereinafter called "Agency", and applicable State Law, Amalgamated Transit Union Local 1277, hereinafter called "Union", on March 31, 1978 was designated as the exclusive representative of all drivers and maintenance personnel of the Agency 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 Agency in the unit in the classification set forth in Article 38, as well as such classes as may be added hereinafter to said unit by the Chief Executive Officer of Agency.

Section B. Exclusive Recognition. Management agrees that it shall recognize Amalgamated Transit Union Local 1277 as the exclusive representative of all drivers and maintenance employees of Agency 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 Agency's rules, regulations, or laws affecting wages, hours or other terms and conditions of employment are amended or changed. All work presently being performed by the bargaining unit employees will continue to be performed by them. In addition, all work performed on motor coaches of 30 or more passenger seated capacity or greater will be performed by the bargaining unit.

ARTICLE 2. NON-DISCRIMINATION

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

Agency and Union agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations. Agency and the Union shall reopen 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.

ARTICLE 3. MANAGEMENT RIGHTS

Section A. Agency reserves, retains, and is vested with sole and exclusively, the following rights as they are not abridged by law or this Agreement:

- 1) To determine the existence of facts which are the basis of management's policy (not to include the grievance procedure of the Agreement).
- 2) To determine the necessity and organization of any service conducted by Agency and to expand or diminish service.
- 3) To determine the manner, means and technology and extent of service to be provided to the public, except as covered elsewhere in the Agreement.
- 4) To determine methods of financing.
- 5) To determine types of equipment and technology to be used.
- 6) To determine and/or change the facilities, methods, technology, means and size of the work force by which Agency operations are to be conducted, consistent with this Agreement.
- 7) To discharge, suspend, or otherwise discipline employees for just cause; to relieve an employee from duty immediately if they represent a risk to persons or property.
- 8) To determine policies, procedures and standards for selection, training and promotion of employees.
- 9) To maintain order and efficiency in its operations.
- 10) To maintain the right to contract (or subcontract) any work or operation which previously has been contracted (or subcontracted) provided no employee employed as of January 1, 2000 is laid off as a result of contracting or subcontracting.

Section B. It is mutually agreed that the regulations set forth in the Agency's rule books and manuals, with such additions or alterations as are made by the Agency from time to time, are necessary for efficient operations, and that willful infraction of these rules will constitute just cause for discharge or other disciplinary action. No rules at any time promulgated or enforced by the Agency shall be valid if they violate any provisions elsewhere set forth in this Agreement.

Section C. Except in disaster, or where Agency is required to make changes in its operations because of the requirement of the law, whenever the exercise of management's right shall impact on employees of the bargaining unit, Agency agrees to meet and confer with representatives of the Union regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding.

ARTICLE 4 - EMPLOYEE ORGANIZATIONAL RIGHTS AND RESPONSIBILITY

Section A. Dues Deductions. Agency shall deduct dues on a regular basis from the pay of all classifications and positions recognized to be represented by the Union, who voluntarily authorized such deduction in writing, on a form to be provided for this purpose which is mutually agreed to by the Union, and Agency shall remit such funds to the Union within ten (10) working days following the deductions.

Section B. List of Employees Deleted From Dues Deduction

Agency 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.

Section C. Indemnification. The Union agrees to hold Agency harmless and indemnify Agency 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 Agency to transmit monies deducted from employees pursuant to this Article, to the Union.

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

Section E. Agency 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.

Section F. Union Security

1. All employees in the bargaining unit who are employed by the Agency on the effective date of this provision, April 30, 2001, 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 3 or 4 below. For purposes of this provision, the "good standing" requirement only includes payment of initiation fee, 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.
2. Any employee in the bargaining unit who is employed by the Agency after the effective date of this provision, shall, as a condition of employment become and remain a member in good standing of the Union, unless the employee is covered by subsection 3 or 4 below.
3. Notwithstanding subparts 1 or 2 above, if an employee chooses not to join the Union as required by 1 or 2, the Agency 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 of Union monthly dues, initiation fees and other fees and assessments uniformly applied to Union members from this bargaining unit. The parties recognize that the Union maintains an arbitration fund and that the chargeable percentage for that fund may vary from the chargeable percentage for the regular monthly dues and initiation fees. Any employee who wishes to challenge the organizational service fee will follow the procedure available for such challenge established by the California Public Employment Relations Board, effective July 1, 2001, or the procedure established by the ATU International Union. If the issue is taken to a neutral arbitrator, the employee will pay one-half the costs of the arbitration and the Union the remaining one-half, as those are normally done between the parties.

4. 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 the employer) to one of the following non-labor, nonreligious charities. The choice from the list will be the employee's. Those charities are:

The American Cancer Society
The Muscular Dystrophy Society
The American Heart Association
The Juvenile Diabetes Foundation
The United Way

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

Any disputes as to whether subsection 4 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 the employer under that provision. The employee will pay one-half the costs of the arbitration, as those are normally done between the parties. During the pendency of that arbitration, the Agency will withdraw the sums required by part 3 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.

5. The Employer will notify the Union of new hires into the bargaining unit within 60 days of their date of hire. The Union shall promptly notify the RTA of any employee who joins or refuses to join the Union.
6. 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. The Agency 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 article, the Agency 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, the Agency shall terminate the employee.

ARTICLE 5 - UNION VISITATION RIGHTS

Authorized Union representatives shall be given access to work locations during working hours to conduct grievance investigations and observe working conditions. New employees shall receive orientation training, which shall include approximately 15 minutes of instruction consisting of the Union and Agency agreements. An authorized representative other than stewards desiring access to a work location hereunder shall give reasonable notice and state the purpose of their visit before the intended visits, unless the parties mutually agree to waive notice. While at Agency facilities, the Union representative shall agree to observe the same security, conduct and safety rules and regulations of Agency as other visitors and shall not unduly interfere with the performance of work by any employee or group of employees. Should this Agreement be breached by the Union representative, said representative may be ejected from the premises. The Union shall give the division or Agency head affected a written list of all authorized representatives, which list shall be kept current by the Union. Access to work locations will only be granted to Union representatives on the current list.

ARTICLE 6 - STEWARDS

Agency agrees to recognize three (3) Stewards 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 Agency and shall conduct themselves in accordance with the requirements imposed upon all employees of Agency.

The Union shall have the responsibility to notify Agency in writing of the names of its duly authorized Stewards. Agency 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 Stewards and shall not unduly restrict or interfere with the performance of their own duties. Stewards shall receive copies of all disciplinary notices, write-ups and related memorandums.

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 Agency agree to review the amount of time spent by Stewards in the performance of their duties on a biannual basis, to determine whether the stewards are observing the provisions of this Article.

The Steward shall minimize the amount of interference with Agency 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.

Because of Union business necessity the Maintenance Steward shall work day shift at the Riverside Yard with Saturday and Sunday off. The particular designated bid slot will be signed in by the Steward. Currently RTA does not staff day shift with anyone from the servicer, tire servicer, and electronic technician classification. In the future, as RTA staffs day shift with any of the above listed classifications this agreement shall then be applicable.

ARTICLE 7 - BULLETIN BOARDS & PUBLIC NOTICES

Section A. Bulletin board with locks and keys shall be provided for the exclusive use of the Union on Agency's property for the display of official bulletins, notices, etc. All keys will be turned over to the Union representative.

Section B. 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.

ARTICLE 8 - NO STRIKE-NO LOCKOUT PROVISION-UNION RESPONSIBILITY

Section A. 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 B. Agency agrees that it shall not lock out its employees during the term of this Agreement.

Section C. Any employee who willfully participates in any conduct prohibited in Section A above shall be subject to immediate termination by Agency.

Section D. In the event that the Union, its officers, agents, representatives or members engage in any of the conduct prohibited in Section A 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 A above and return to work at full productivity.

Section E. If the Union performs all of the responsibilities set forth in Section A, 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 A above.

Section F. If the Union fails, in good faith, to perform all responsibilities listed above in Sections D and E, Agency may pursue such legal remedies as may be available under the Employee Relations Resolution and the law.

ARTICLE 9 - PROBATIONARY PERIOD

All new employees shall be on probation for a period of one hundred twenty (120) days from the date of employment. Such probationary period shall constitute a trial period during which the Agency is to judge the ability, competency, fitness and other qualifications of new employees to do the work for which they were employed. All rights, benefits and privileges, including the application of grievance procedure, shall be applicable to probationary employees; except the judgment of the Agency regarding a probationary employee's qualifications shall not be subject to the grievance procedure.

ARTICLE 10 - SENIORITY

Section A. Full time operator seniority for the purpose of this Agreement shall be defined as beginning on the date of hire. If two or more full time operators have the same seniority date, then their respective place on the seniority list will be determined by lot. The same procedure shall apply to Maintenance employees in their respective classifications. This section does not apply to part-time employees. See Article 17, Section E.

Section B. In assigning employees to higher paying jobs, or in case of layoff due to lack of work, Agency shall select those employees who are to be promoted to higher paying jobs or retained in the case of layoff (within the bargaining unit). In making such selections for retention or promotion, where qualifications and performance are relatively equal between employees for assignment to higher paying jobs or retention in case of layoff, the senior employee shall be awarded the higher paying job or be retained in the case of layoffs. Drivers shall be deemed to be equally qualified. The recall process is the reverse order of layoff by classification.

Maintenance

For layoff and recall purposes, the following classifications will be grouped together:

Group 1 – Mechanic A, B and C

Group 2 – Body Mechanic A and B

Group 3 – Servicer, Tire Servicer, Groundskeeper and Groundskeeper (Stops/Zones)

All other classifications (Coach Operator, Parts Clerk, Property Maintainer and Electronic Technician) will be laid off according to classification.

- It is agreed for layoff and recall purposes that all employees in the classifications listed in Group 1 or Group 2 above plus employees in the classification of Electronic Technician and Property Maintainer are qualified for all positions in Group 3 and may bump any junior employee in that position.
- Layoffs will be by seniority with the junior employee laid off before a senior employee. Recall will be by seniority with the senior employee on layoff being recalled to work before an employee junior to the laid off employee.
- Any employee on layoff will have preference over any non-employee for open positions for which the employee is qualified.

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

- 1) Resignation.
- 2) Discharge.
- 3) Failure to report their availability for work within forty-eight (48) hours after Agency sends Federal Express or Certified Mail notice to employee's last known address shown on the Agency records thereafter, this employee shall be available for work after ten (10) working days from the receipt of notice of recall and the date to report at the time and place specified, or they will be deemed to have voluntarily quit and shall lose all seniority.
- 4) Failure to notify the Agency by an effective means of notice once every thirty (30) days following layoff, indicating their continuing availability for employment provided the Agency has an effective means of receiving notification or an absence due to layoff for a period of two years.
- 5) If the employee overstays a time off without pay.

- 6) If the employee engages in other employment during such leave unless approved by both the Union and Agency.
- 7) If the employee is unable to perform an essential function of their current job and after the interactive process has been exhausted; and there isn't a reasonable accommodation that can be made in or out of the bargaining unit.
- 8) If the employee is retired.
- 9) If the employee is absent from work due to illness or injury in excess of one year or if the employee is absent from work due to workers' compensation for a cumulative total of 16-months in a floating 24-month period.

Section D. Seniority of Employees by Reason of Acquisition. Employees who have prior continuous service with any transit operation, which has been, or is in the future, acquired by the Agency, and who remain in the continuous service of the Agency after such acquisition, shall retain their most recent date of continuous employment with such predecessor transit operation as their seniority date.

Section E. Employees transferring from the operations department to the maintenance department or from the maintenance department to the operations department, with the consent of the Agency and the Union, may bid during the interim period between regular sign-ups only for open or vacant shifts.

Section F. Effect of Transfer on Seniority. Any change in classification by an employee within a department shall not cause any loss in the seniority of such employee. Bidding seniority will be by date of entry into the appropriate department. This is called departmental seniority bidding.

Section G. 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 an employee ninety (90) days or over in such changed classification shall be deemed an acceptance of their qualification by the Agency. Employees who have been promoted and have retained their new classification 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 11 - PROMOTIONS

Any employee covered by this Agreement, who is promoted to a position not included within the scope of this Agreement shall within one hundred-eighty (180) 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 position shall forfeit all departmental seniority. Provided, further, that any employee who is promoted a second time, will immediately forfeit all departmental seniority.

ARTICLE 12 - DISCIPLINE AND GRIEVANCE PROCEDURE

Section A. Grounds for Discipline. Agency may discharge, suspend or render other appropriate discipline for just cause. "Just cause" shall include but not be limited to the following:

- 1) Dishonesty;
- 2) Drunkenness or drinking during working hours or being under the influence of alcohol or drugs;
- 3) Theft;
- 4) Assault on any person during working hours, except where such assault is not as an aggressor but rather in defense of themselves due to an assault by the other person;
- 5) Insubordination;
- 6) Failure to report for work for three (3) consecutive workdays without authorization;
- 7) If the employee falsifies pertinent information during the hiring process within eighteen [18] months of their date of hire.
- 8) Notations of one year's standing or more on service record of employee will not be considered in disciplinary cases or promotions, except for theft, drug and alcohol, insubordination and mishandling of fares, which includes for example failure to attempt to collect proper fares, transfers, tickets and passes which will stay on employee's record for a period of twenty-four (24) months from date of incident.

Section B. Grievance Procedure.

- 1) Step A. In the event of any dispute between Agency and one or more of its employees or the Union concerning the interpretation or application of specific provisions of this Memorandum of Understanding or the Rules and Regulations governing personnel practices or working conditions of Agency, the employee(s) shall first attempt to resolve the issue with their immediate supervisor. The employee may request the assistance of the Union representative if they so desire.
- 2) Step B. In the event that the issue cannot be resolved with the immediate supervisor within ten (10) calendar days, exclusive of Saturday, Sunday and holidays, of the issue or the knowledge of the circumstances which lead to the issue, such dispute or grievance shall be presented in writing through the Union to Agency's Chief Executive Officer or a duly authorized representative.

The Chief Executive Officer or a duly authorized representative, who shall not be the same person who has already held a hearing on the same grievance, shall meet and discuss the grievance with the Union representative and attempt to resolve the issue within ten (10) calendar days exclusive of Saturdays, Sundays and holidays. Within ten (10) days of said hearing, the Chief Executive Officer or a representative shall provide a written response to the grievance.

- 3) Step C. In the event the issue is not resolved at Step A and B, the matter shall be submitted for final resolution by a Hearing Officer within thirty (30) calendar days. That Officer shall be an individual agreeable to the parties or if agreement cannot be reached, then a Hearing Officer shall be selected from a panel of seven (7) hearing officers supplied by the Federal Mediation and Conciliation Service. Said Hearing Officer shall hold a hearing and take evidence regarding the positions of the parties and will issue a final and binding award within thirty (30) calendar days of the date the matter is submitted to the Officer. The cost of retaining the Hearing Officer shall be shared equally by Agency and the Union. However, the cost of obtaining the hearing officer list will be paid by the Agency.
- 4) The afore-described grievance procedure is the exclusive method of resolving disputes.
- 5) No employee shall suffer any reprisal from either Agency or the Union because of filing or processing of a grievance or participating in the grievance procedure.
- 6) Other than by mutual agreement, the parties shall comply with the time limits set forth herein. Should either party fail to comply with said time limit, the matter will be deemed resolved against the party who failed to comply with the time limit.
- 7) Employee Rights. On all disciplinary cases where the discipline to be imposed includes discharge or suspension, the affected employee shall have the following rights:
 - a) The right to examine and take copies of documentary evidence to be used against them;
 - b) The right to representation by the Union at any meeting with the employee, which could result in such disciplinary action;
 - c) The right to a hearing in front of a supervisor or managerial employee who has the right to both exercise the discipline or determine that no discipline shall be imposed. Said rights will be deemed waived unless the employee requests these rights from Agency, within seventy-two (72) hours, (excluding Saturdays, Sundays and holidays) of the time of notification to the employee that disciplinary action is being considered against them.
- 8)
 - a) All write-ups shall be issued within ten (10) days (240 hours) of knowledge of the date of occurrence.
 - b) A "Serious Infraction Warning Notice" may be used in lieu of a suspension at the discretion of Agency. For purposes of progressive discipline, it shall have the same effect as a suspension.
- 9) To the contrary, notwithstanding the foregoing, Agency may remove from duty any employee who represents a risk to persons or property. The employee thus removed will not be paid for hours not worked unless their removal is grieved and the grievance fully sustained as provided herein.

ARTICLE 13 - MISS-OUTS

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 the division. Action taken on such request to be noted by the department head and the request filed in the Transportation/Maintenance office. Any employee, who has an excused miss-out but works an assignment, shall be paid for actual time worked. Employees receiving miss-outs must call prior to 2:00 p.m. on day of the miss-out to work their next scheduled day.

- A) When an Operator has a third (3rd) unexcused miss-out within ninety (90) calendar days, they shall be suspended one day without pay. When a Maintenance employee has a third (3rd) unexcused incident within ninety (90) calendar days, they shall be suspended one day without pay.
- B) When an Operator has a fourth (4th) unexcused miss-out within ninety (90) calendar days, they shall be suspended two (2) days without pay. When a Maintenance employee has a fourth (4th) unexcused incident within ninety (90) calendar days, they shall be suspended two (2) days without pay.
- C) When an Operator has a fifth (5th) unexcused miss-out within ninety (90) calendar days, they shall be subject to further discipline up to and including termination. When a Maintenance employee has a fifth (5th) unexcused incident within ninety (90) calendar days, they shall be suspended five (5) days without pay.
- D) When a Maintenance employee has a sixth (6th) unexcused incident within ninety (90) calendar days, they shall be subject to further discipline up to and including dismissal.
- E) Operators reporting for work no more than ten (10) minutes late will receive a LATE ARRIVAL warning and may pull their assignment. If after ten minutes late the Operator has not reported for work, the Operator will sustain a miss-out and the assignment may be filled by another Operator. TWO LATE ARRIVALS within ninety (90) days will equal one miss-out.
- F) The eighth (8th) unexcused miss-out/incident or eleventh (11th) late arrival in any twelve (12) month period may result in further discipline.
- G) Operators shall sign on and off at the property where Agency vehicles for his/her designed run(s) are housed. Operators assigned to runs leaving the property must report to the supervisor in charge for that site or to the Dispatch window in uniform and ready for work fifteen (15) minutes prior to the bus departure time.
- H) Maintenance employees reporting for work no more than fifteen (15) minutes late will receive a LATE ARRIVAL warning. If after fifteen minutes late, the Maintenance employee has not reported for work, the Maintenance employee will sustain an incident. Two LATE ARRIVALS within ninety (90) days will equal one incident.

ARTICLE 14 - DISCIPLINE FOR RUNNING HOT

The definition of running hot shall be defined as any bus that is running 30 seconds or more ahead of the assigned schedule. The discipline for all occurrences of running hot shall be applied in accordance with the following formula:

1 st Occurrence	-	verbal warning
2 nd	-	written reprimand
3 rd	-	1-day suspension
4 th	-	2-day suspension
5 th	-	subject to further discipline including discharge

Occurrences shall be measured within one year.

ARTICLE 15 - PASSENGER COMPLAINTS

Passenger complaints will be accepted by the Agency or its designated representative(s) either by telephone or in writing. Employee(s) involved in a complaint shall be notified of the receipt of complaint within ten (10) workdays of the alleged incident and given an opportunity to respond to the complaint and provide additional information.

Agency will notify employee in writing of the disposition of complaint upon completion of the investigation.

Review of any onboard video must be triggered by a complaint, accident or incident and may be reviewed one-half hour on either side of the event. Any complaint received and confirmed by video may lead to disciplinary action.

ARTICLE 16 - SELECTION OF RUNS AND MOTOR COACH OPERATIONS

Section A. There shall be three (3) general sign-ups per year to take effect on the second Sunday in January, May and September.

Effective dates may be changed by mutual agreement of the Union and RTA. The mechanism for conducting these sign-ups shall be by mutual agreement of the Union and RTA. The runs including seat times and paddles shall be posted no later than ten (10) calendar days prior to the bid date.

Intra-division changes can be made at any sign-up. Operators will bid locations as a satellite facility and will bid out of Division 1.

Section B. Run Sheets and Work Assignments Operators may be present for the sign-up, which will start promptly with the first senior Operator and run through all operators in seniority order until all Operators have bid. All remaining open runs will be filled in accordance with Article 18 – Extraboard. Each Operator will be given an appointment time that allows five [5] minutes in which to select their work. The selection will be monitored jointly by both Union and Agency Representatives. Agency shall provide reasonable release time for two (2) Union Stewards to be present and participate in reviewing and monitoring the bidding process. Any changes to the bidding process will be by mutual agreement of the parties.

Written and sealed proxy bids provided by the Agency may be submitted to the Dispatcher. Blank forms may be obtained in the Dispatch Office. **IMPORTANT:** Deadline for submitting a written proxy is no later than two (2) hours prior to the bid time.

If an operator is not present or has not submitted a complete or valid proxy bid or failed to make their bid within five (5) minutes, the Union Steward shall make a selection that most closely resembles the operator's current work assignment.

Section C. 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 day off, there shall be a partial emergency sign-up commencing with the employee whose run was affected.

Section D. This emergency sign-up shall be posted for bid as quickly as schedules can be prepared and the schedule changes 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 fourteen (14) calendar days after the date on which the schedule change occurred.

Section E. All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for at one and one-half (1 1/2) times the regular rate of pay.

The workweek shall be defined as 12:01 a.m. Sunday to and including midnight Saturday. Shifts beginning prior to midnight and ending after midnight shall count as hours worked on the day that the shift begins.

Section F. Operators shall be required to report fifteen (15) minutes before their runs are scheduled to pull out from the garage and this shall be considered work time.

Section G. Operator Meal/Rest Periods

1. It is the intent of the parties to fully comply with meal/rest periods for operators pursuant to Industrial Welfare Order 9-2001 as amended and effective July 1, 2004. The parties are committed to implement applicable provisions within the spirit and intent of the law by the terms set forth below.

2. As soon as possible, but no later than the Third Run Bid of 2005, the parties agree to make adjustments to the system run cut to allow time for operator meal/rest periods where necessary. Implementation of these times and the processes should be made prior to the Third Run Bid of 2005. From time to time the system schedules may not permit the legal requirement of meal/rest 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. As negotiated this alternative scheduling and reconciliation process meets all legal requirements which become effective July 1, 2004. Once agreed there are no penalties other than that which is negotiated here.
3. There will be a joint Schedule Adherence Review Committee made up of two members appointed by the Union [ATU] and two appointed by Riverside Transit Agency. The Committee will be charged with oversight and review procedures to ensure that Operator meal/ rest periods are not reduced by insufficient running times in the run cut in any Run Bid. The Committee will create and review the survey forms which will be used to report and investigate run cut failures that reduce these negotiated meal/rest periods. In most cases, a problem found to be valid in one Run Bid will be adjusted according to the following example:

In a three cycle Run Bid year all surveyed valid problems found in the run cut of one Run Bid reducing any break/meal period time will be adjusted after investigation as follows;

Valid complaints by the end of the third week of a run bid will be adjusted by the beginning of the next run bid. Valid complaints found after the third week of a run bid will be adjusted by the run bid following the next run bid.

After investigation any meal/break period complaints found to be valid and not adjusted by the Agency by the above time schedule will result in a one hour penalty for each meal/rest period lost up to a maximum of one hour per employee work day and paid to all operators who actually worked that piece of work retroactive to date of complaint in the appropriate Run Bid. The penalty or penalties will continue to be paid until adjustment is made.

Any meal/rest period complaints disputed by the parties will be resolved by an Expedited Arbitration process by a permanent neutral rendering a final and binding bench decision. The above penalties are the exclusive remedies for time issues arising under the terms of this Article. Any interpretation questions concerning the intent of this language and the processes of this section are subject to the normal contractual arbitration process. The Expedited Arbitration will address the time issues and the reasons each party feels their position is appropriate. The parties reserve the right to change arbitrators. There will be no attorneys, no transcripts and no written briefs.

It is understood that the reduction or loss of meal/rest period time due to circumstances beyond the control of the Agency, for example, traffic accidents, incidents, temporary detours, railroad crossing delays, and delays due to inclement weather will not be considered as valid complaints for schedule changes or penalties. It shall be understood that under all circumstances the operator will make every effort to maintain the schedule.

Decisions upholding Riverside Transit Agency will have no effect on the schedule and require no adjustments. The Committee should respond to invalid claims and the reasons for not needing schedule or run cut adjustments.

Recovery/Layover Time is time used by Riverside Transit Agency to adjust the running time of the schedule due to the various situations not handled in the run cut and to keep the published schedule.

Recovery/Layover time is distinct time from Operator Meal/Rest Period time. Operator Meal/Rest Periods are times that are set aside for the use of the operator for a short rest, meals, or other personal needs.

Operator Meal/Rest Periods shall be at least enough time to give 50 minutes total in a regular 8-hour day and scheduled approximately every two hours where possible. There is no rest period due for a total work period in a workday of less than 3.5 hours. This is usually a fragmented run or part time piece of work. Meal/Rest periods shall be computed as time worked. On split runs there is no requirement to provide the 30 minutes intended for compliance as a Meal Period where the length of the work pieces and period do not warrant.

All Meal/Rest periods should be as evenly distributed as possible through an operator's work periods, 50 minutes in a work period that is straight and approximately 8 actual work hours and 80 minutes in a work period that exceeds 10 actual work hours but is not more than 12 hours in length.

The time that would have been required to comply with the Meal Period time, 30 minutes, will be distributed throughout the schedule as Rest Period time or taken during a non-paid split work period.

These provisions and the processes comply with the Order and all compliance requirements.

Section H. No part-time employee may be employed in maintenance positions.

Section I. Operators/maintenance employees who have not worked any time during the current sign-up prior to posting of the next sign-up, (except for pregnancy disability leave) will not be allowed to bid in the next sign-up. These operators/maintenance employees may only bid open shifts, runs, vacation and floating holidays after they return to work.

Section J. Effective June 22, 2006, a Certified Coach Operator Instructor (CCOI) program will be implemented. The program provides training to Coach Operators to become certified to train incoming drivers. While performing duties as a CCOI, the Coach Operator will earn an additional \$2.50 per hour. Training assignments will be a minimum of 8 hours.

ARTICLE 17 - PART-TIME OPERATORS

- A. Part-time Operators shall be covered under the sections of this Agreement dealing with the probationary period, Union membership, Union representation, grievance procedure, arbitration, disciplinary procedure and nondiscrimination.
- B. The maximum number of part-time operators shall be 15%.
- C. Part-time Operators shall not regularly be assigned to work more than thirty (30) hours per week. The Agency agrees to allow full-time Operators to bid on all trippers at the sign-up. However, after the sign-up, if there are any open trippers, part-time operators may bid on such trippers irrespective of the 30-hour maximum.
- D. Part-time Operators are entitled to six (6) floating holidays (at 4 hours each day) per year, but will not be eligible for paid leave or other fringe benefits applicable to full-time Operators, except as specifically provided herein, or as required by law. Effective September 1, 1997, part-time Operators may combine two (2) four (4) hour floating holidays into one eight (8) hour holiday; up to their annual allocation of floating holiday hours. Part-time operators will accrue, bid, and be paid for floating holidays in accordance with Article 39, Section B. Operators working an average of twenty (20) hours per week shall be required to contribute to P.E.R.S.

Part-time operators hired after November 19, 2002 shall receive time and one-half for all hours worked on a holiday provided they meet the requirements in accordance with Article 39, B. 3. Part-time operators hired before November 19, 2002 shall receive double time and one-half for working a holiday provided they meet the requirements in accordance with Article 39, B. 3.

- E. A part-time Operator who applies and is accepted for employment as a full-time Operator shall, for all purposes, accrue service or seniority only from the date of their hire as a full-time Operator. Part-time Operators who apply for full-time vacancies shall be given preference for such employment in order of seniority over non-employed applicants for employment. A separate seniority roster for part-time employees shall be maintained and sign-up procedures shall be applicable.
- F. Part-time Operators shall be paid at the same hourly wage rate as full-time Operators, subject to the wage progression. A part-time Operator who has applied for and been selected for a full-time Operator shall carry their current wage progression level into the full-time position.
- G. Part-time Operators shall be paid for all time during which they are required by the Agency to perform any duties. Part-time Operators shall not be eligible for time or pay guarantees. No part-time Operator shall be kept on call after commencement of their assignment in excess of six hours.
- H. No full-time Operator will be laid off while part-time Operators are employed. Full-time operators subject to layoff will be offered the opportunity to bump into part-time operator positions.
- I. Part-time Operators will be eligible for the standard uniform allowance.
- J. Part-time Operators shall be used exclusively for the purpose of working trippers which are not part of a run nor shall any existing run be changed to create an assignment for any part-timer. Part-time Operators shall not be used to protect the board unless all available full-time Operators have been utilized.

ARTICLE 18 - EXTRA BOARD

The Extra Board will operate on a "First Up-First Out" daily rotation. The Extra Board mark-up will be completed at 6:00 p.m. each evening for the upcoming day, with the first open run/assignment of the day assigned to the first Operator on the Extra Board, and so forth until the Board is completely assigned. If additional assignments become open after the daily Extra Board mark-up, they will be offered first to full-time operators signed up for Voluntary Call Back (VCB), and second to full-time operators on the daily over-time sign-up list. 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). This rotation will not be altered by an Extra Board Operator's days off. When the Operator reports for their Extra Board assignment, they shall be given the entire run/assignment for the day at the time they report. It will be the responsibility of each Extra Board Operator to contact dispatch between 6:00 p.m. and 10:00 p.m. of the evening before their workday to receive their report time. An Operator who fails to obtain their reporting time or who does not report to work at their assigned work time will be charged with a miss-out.

Pass Back: The standby position shall be required to work any regular run or other piece of work that comes open within three (3) hours of the standby's report time. Once a standby operator has been on the clock for more than three hours they may pass on work assigned by dispatch. The work will be passed back to the next available standby operator

A hold-down is a known absence from work of five consecutive work days or more. The workweek is Sunday through Saturday. Hold downs may include vacations of one week or more, absence due to sickness, industrial injury or illness, leave of absence, termination, or any other absence.

Hold downs will be posted in a final version by 12 noon Monday and bid by 12 noon Friday and assigned by 2:00 p.m. Friday to the senior operator bidding in the week prior to the start of the hold down. Extra Board operators selecting a hold down will remain on the hold down for the posted duration, until the end of the sign up, until the operator returns, or until an operator bids or is assigned to the Extra Board during a sign-up period, whichever occurs first. If the hold downs are not bid by 12 noon Friday, the union steward will assign the hold down. Open runs of less than five days will be assigned to the normal extra board rotation.

Graduating operators will be allowed to bid posted hold-downs for the week of graduation, if they graduate before 11:59 p.m. Thursday. In addition, graduating operators will be allowed to bid on remaining open runs not bid during the current sign-up.

If an operator bids or is assigned to the Extra Board during a sign-up period, all hold downs will be rebid. If the operator bids or is assigned to the Extra Board during this period, that operator will be placed on rotation for the next week and all hold downs will be rebid during the following week.

When an operator takes a hold down, their name will remain in the Extra Board rotation as if they were on the daily Extra Board, but will not be considered an Extra Board Operator during their hold-down period and will not be governed by the Extra Board rules during this hold down period. At the end of the hold down period the Operator will re-enter onto the Extra Board in proper rotation. The board will rotate on the days it is running service.

Except for emergencies, an extra-board operator cannot be forced to work a "spread" [the time from beginning work until the end of the work day] greater than 11 hours. An extra board operator can consent to work a longer spread.

Extra Board Sign-off/Sign-on to provide eight (8) hours break before signing on again.

ARTICLE 19 - VOLUNTARY CALL BACK (VCB)

- A. A VCB form is established. Coach Operators desiring to work on their days off may sign up on this form on a daily basis not more than one (1) week prior to the day off when they want to work.
- B. The VCB form will be maintained in the Dispatch Office and all Coach Operators are eligible to sign up (including relief and Extra Board Operators). To sign up, the employee shall request the VCB form and sign their name under the day off that they will be available for work.
- 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. Assignments from the VCB form will be made each day after the Extra Board mark-up has been completed at 6:00 p.m. It will be the responsibility of each Operator who has signed up for VCB on their day off to contact Dispatch between 6:00 p.m. and 10:00 p.m. of the evening before the day off to receive their report time and run assignment, if any. Failure by an Operator to call in between these hours will result in a miss-out, and the assignment will be given to the next person with the highest seniority on the VCB list.
- E. If an Operator calls in to receive a work assignment on VCB and there are no runs at that time, they are still signed up and may be called back later by the Dispatcher who may then have a run assignment to be filled. Such cases are likely to occur when other Operators suddenly call in sick and those work runs become open. If an Operator signed up on VCB is called back under these circumstances, acceptance of the work assignment would be voluntary.
- F. Coach Operators who are signed up on the VCB form may take themselves off the list at any time until 2:00 p.m. of the afternoon before the day for which the Operator is signed up. The Operator must do this by reporting to the Dispatcher on duty in person or by telephone. The Operator or Dispatcher will cross their name off the VCB form and initial this change.

ARTICLE 20 - LIMITATION OF OPERATOR DUTIES & UNIFORMS

Section A. An Operator's duties shall be limited to Operator related work including exchange of buses and operation of relief vehicles.

Section B. Subject to objections of health or safety, Agency 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. Agency shall provide the uniform for Operators. Operators shall pay for the cost of laundry. An employee may be requested to pay for replacement of uniforms should the employee's uniform be determined to have excessive wear.

Operator's uniform shall consist of: five (5) shirts, five (5) pants, one (1) jacket or one (1) sweater, optional for all operators is one tie and one hat. Used uniforms will only be given to new employees. However, employees may purchase used uniforms from the Agency at an agreed upon price depending upon condition of uniform. The Agency will replace worn or damaged uniforms provided the employee turns in the worn or damaged article for replacement.

Section C. Employees on industrial injury or illness may be assigned light duty work other than defined in Section A if released for such work by attending physician. Employees on SDI due to illness or injury have the option of accepting light duty work other than defined in Section A if released for such work by attending physician, or rejecting such work. Agency to pay the difference between Workmen's Compensation/State Disability Insurance and regular rate of pay.

ARTICLE 21 - PHYSICAL EXAMINATIONS

Section A. The Agency 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 B. The examining physician shall be selected by the Agency, and the cost of such examinations shall be paid by the Agency.

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

Section D. Should any required physical examinations provided for above 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:

- 1) 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 the Agency. A copy of the findings of the physician chosen by the employee involved shall be furnished to the Agency and, in the event that such findings verify the findings of the physician employed by the Agency, no further medical review of the case shall be afforded.
- 2) In the event of disagreement between the doctor selected by Agency and the doctor selected by the employee, Agency and the Union shall together select a third doctor within thirty (30) days whose opinion and recommendation shall be final. The cost of the third impartial doctor shall be borne equally, half by the Agency 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 Riverside Medical Association.

Section E. Should any physical examination above provided for 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 in that event, depending upon the particular circumstances of each case:

- 1) The employee involved may continue working while undergoing medical treatment if the examining physician shall certify to their ability to do so safely.
- 2) The employee involved shall be taken out of service and given a leave of absence (subject to the limits set forth in Article 10) 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 may be required to supply the Agency with a physician's report covering their condition at least once every thirty (30) days.

Section F. Any employee, when required by the Agency 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 G. For the purpose of complying with the Department of Motor Vehicles, the Agency will provide examining doctors at no cost to employee. On the first day of each month, the Agency shall post a list of employees who are due to take Department of Motor Vehicles' physical examinations during the following month. The Agency shall pay a forty-five (45) minute guarantee or the actual time required in excess of paid non-work time due the employee.

For the purpose of interpretation of this section, all examinations required by the Department of Motor Vehicles or any other authoritative agency will be included. Each Operator is responsible for maintaining a current driver's license and medical certificate. Employees with one or more years of service required to obtain or renew endorsements/permits on Class B driver's licenses by the Agency or by Federal, State, County or City governments will be reimbursed for the fees paid for such endorsements/permits on Class B licenses once every certificate period.

Section H. If an employee ever tests positive for a drug test, and requests a second test of the original sample at his/her own expense, the Riverside Transit Agency agrees to advance the cost of the test then deduct such cost from the employee's next pay check. If test is negative, Agency will pay full cost of test.

ARTICLE 22 - GUARANTEES AND SPLITS

All employees in the bargaining unit are guaranteed eight (8) hours pay daily on five (5) days a week. Maintenance employees shall have two (2) consecutive days off each week. Operators shall have off two (2) days each week.

There shall be a maximum spread of eleven (11) hours on split runs. There shall be no more than one split in a day's work. Time and one-half (1-1/2) will be paid after eight (8) hours with a premium of fifty percent (50%) of the top operator rate of pay after the eleventh (11th) hour and one-hundred percent (100%) of the top operator rate of pay after the fourteenth (14th) hour. This provision will also apply to the Extra Board.

R.T.A. shall not create a split run with a spread greater than eleven (11) hours, effective May 2006.

All time worked in excess of eight (8) hours a day shall be paid at time and one-half (1-1/2).

Employees who are called in on their day off will be guaranteed eight (8) hours pay.

ARTICLE 23 - DISTRIBUTION OF CONTRACT

The Agency will furnish to each employee hired after the effective date of this Agreement a copy thereof. A copy will be issued to each new employee within 30-days of employment.

ARTICLE 24 - PAYDAYS/PAYCHECKS

Section A. Employees shall be paid every other Friday. In the event a holiday falls on Friday, paychecks shall be issued on the previous day. All deductions will be shown on the paycheck stub.

Section B. In the event there is a shortage in pay on a regular paycheck, the Agency will issue a special check no later than the next business day after the shortage is discovered.

ARTICLE 25 - LOCKER BURGLARY/EXACT FARE PLAN

Section A. In case of hold up, whether by force or by threat, or the breaking and entering of employee's locker, the Agency will replace supply box, punch, watch, personal property and other Agency equipment up to five hundred dollars (\$500).

Section B. The Agency agrees to continue the exact fare plan.

ARTICLE 26 - ACCIDENT PREVENTION

The Union recognizes that accident prevention work is necessarily incident to the operation of the Agency's transportation system and that safety programs, safety meetings and general accident prevention work is mutually beneficial both to the Agency and to its employees. The Union, therefore, agrees that it will encourage the employees to cooperate with the Agency in such safety work, and will urge them to attend all safety meetings held and conducted by or for the Agency and to take an active part and interest in accident prevention work.

ARTICLE 27 - EQUIPMENT CHANGE

No Operator shall be required to operate, beyond the nearest practical 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 grounds 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. The Agency agrees to comply with all safety rules promulgated by the State of California and Federal Government.

ARTICLE 28 - REPORTING ACCIDENT

Section A. Every employee shall make the report for each accident or incident occurring during their run or shift as required by the Agency and such report shall be made at the completion of their run or shift. Accidents shall be reported immediately by telephone to the Dispatcher.

Employees who are required to make a report shall be allowed thirty (30) minutes of straight time for making such report or the actual time required, whichever is greater, except that no allowance shall be granted when said report can be made out on time already being paid for on the date the report is being made. In the event that travel is required, the employee shall be paid travel time (scheduled running time) and same shall be subject to the overtime provision. All other reports and interviews required by the Agency shall be paid for at the appropriate rate. Such time shall be checked in through the Dispatch 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.

Section B. The Agency agrees to compensate any employee at the rate of pay prescribed by the terms of this Agreement, less any other compensation received as a result of such appearance for all time spent in conjunction with any legal matters involving the Agency 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 proven to be the aggressor.

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

Section C. All accidents will be reviewed by the Training Manager and/or the Operations department, before the employee is given notice of the determination of the accident/incident.

The employee will be notified in writing as to the determination of the accident/incident within ten [10] days, excluding Saturdays, Sundays, and Holidays from the date of the accident/incident. If preventable, the employee may request in writing within five [5] days, excluding days off, Saturdays, Sundays and holidays, a hearing before the Accident Review Board. The employee will be notified of the date of the hearing within ten [10] days excluding Saturdays, Sundays and Holidays of his/her request. The hearing will take place within thirty [30] days, excluding Saturdays, Sundays, and Holidays of the employees request.

The Accident Review Board will consist of two [2] operations members of the Union or two [2] Union members of maintenance respectively, one [1] maintenance supervisor, one [1] administration employee and a qualified neutral party certified in accident investigation through the National Safety Council, or related Agency, a California Highway Patrol Officer or a representative from the local police or sheriffs department. If unavailable the review will be made by the National Safety Council Review Committee. The two [2] Union members will be selected by the Union. Board members shall service a twelve [12] month term and attend training through the National Safety Council or a related Agency.

- 1) 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.
- 2) In no event will the nature of the vote be revealed, nor will the impartial member be required to reveal the necessity of a vote to break a tie. The only information revealed will be the statement by the impartial member as to whether the accident is chargeable or not chargeable.
- 3) The decision of the committee will be final and binding. There will be no appeal from the committee's decision, and the committee will serve without compensation.
- 4) All time limits pertaining to the above may be extended by mutual agreement between the Agency and the Union.

ARTICLE 29 - NEGOTIATIONS

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

ARTICLE 30 - WAIVER OF PROVISIONS

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 31 - WARRANTY OF CAPACITY

Section A. 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.

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

Section C. This contract contains all of the agreements, stipulations and provisions agreed upon by the parties hereto, and no representative of either party has authority to make, and neither party shall be bound by, any statement, representation, agreement, stipulation or provision made prior to the execution of this contract or during these contract negotiations and not yet set forth herein.

ARTICLE 32 - WAIVER OF BARGAINING DURING TERM OF THIS M.O.U.

The parties mutually agree during the term of this M.O.U. not to seek to negotiate or bargain with wages, hours and terms and conditions of employment, whether or not covered by this M.O.U., or in the negotiation 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 M.O.U. 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 M.O.U.

ARTICLE 33 - EMERGENCY WAIVER PROVISION

In the event of circumstances of a general disaster nature beyond the control of Agency, such 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 Agency which restrict Agency'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 Agency regarding the impact on employees of the suspension of these provisions in the Memorandum and any Personnel Rules and Policies.

ARTICLE 34 - SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

Section A. 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 Agency, 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 B. It is understood and agreed that there exists within Agency, in written form, Personnel, Salary, Employee Relations Resolution, and/or Resolutions and/or Rules and Regulations of Agency may, at the sole discretion of Agency, stay in full force and effect or be modified as it sees fit; 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 Agency. The Union may grieve regarding any such changes or modifications of these Resolutions and/or Code if they are not in accordance with this Memorandum of Understanding or directly affect wages, hours or terms of employment covered by this Memorandum of Understanding.

ARTICLE 35 - MAINTENANCE DEPARTMENT

Section A. Days Off. In the event any employee works on their day off, they shall be guaranteed a minimum of eight (8) hours work and shall be paid time and one-half (1-1/2) for all work performed on their day off.

Section B. The Agency shall furnish the following in both standard and metric, where applicable, for the use of Riverside and Hemet employees:

- 1) All power tools.
- 2) Sockets over 3/4" drive.
- 3) Taps and dies.
- 4) Extractors, drill bits and hacksaw blades.
- 5) Grinders and vises.
- 6) Flashlights, batteries, surface lights and extension cords.
- 7) Wire brushes.
- 8) Gloves will be kept in stock in the parts room and will be issued on an as needed basis.
- 9) Agency to provide one case of latex gloves per month, long sleeve solvent gloves, and leather gloves to be made available on an as-needed basis.

Section C. Bumping. Maintenance employees displaced by senior employees or returning veterans or who, for any reason, are deprived of their shifts through no fault of their own, may, if they so desire, displace employees junior to them. This provision shall not apply to Operators transferring from operations to maintenance department.

Section D. Union. Members shall be permitted to wear one Union emblem on service uniforms.

Section E. Duties of Leadperson. A Leadperson is a leader of the group assigned to their responsibility. A Leadperson need not concern themselves with the work of any employee in the progress of their work under the supervision of their foreman or immediate supervisor with whom they shall consult in all matters affecting such work. A Leadperson has the same responsibility as all employees to report any circumstances affecting the safety of other employees or Agency property. A Leadperson called to work on their day off shall not attempt to usurp the authority of the employee serving as Leadperson on that day.

Section F. Promotion. A minimum of two (2) promotions within the "A" and "B" mechanic classifications will be made available each fiscal year (July 1 to June 30) during the term of the Agreement. Advancement will be made by qualification or by seniority in cases where qualification is deemed equal. Notice of these promotions will be posted for a minimum of five (5) days prior to commencement of selecting candidates. If any advanced employee fails to qualify in such new position within ninety (90) days, they shall revert to their former classification without loss of seniority. Employees selected for promotion will complete a ninety (90) day trial period at their new classification rate of pay.

Servicers who complete a minimum of classroom instruction consisting of three courses in diesel mechanics at San Bernardino Valley College (or any other accredited college with equivalent courses) will meet minimum qualification requirements for promotion to "C" Mechanic. Acceptable courses for Riverside City College are (1) Automotive Principles, (2) Introduction Combustion Engine - Rebuild Gas/Diesel (Upper Assembly), (3) Introduction Combustion Engine - Rebuild Gas/Diesel (Lower Assembly). Acceptable courses for San Bernardino Valley College are (1) General Automotive Technology, (2) Heavy-equipment Diesel Engines, and (3) Heavy-duty Truck Preventive Maintenance Service. Courses from other accredited colleges should have the curriculum reviewed by the Maintenance Manager to determine that it meets the requirements of the courses listed at Riverside City College and San Bernardino Valley College for consideration of course acceptance. The Agency will reimburse the employee for the full cost of these courses upon presentation of successful completion of course documentation. Servicers who have completed the courses or who have documentation from a former employer of one or more years of full-time gasoline/diesel maintenance experience will be promoted in seniority order.

Section G. A training program may be conducted for the purpose of training in skills to allow employees to upgrade themselves.

Section H. There shall be two (2) sign-ups a year for shifts and days off that will be posted no later than December 1st and June 1st. These sign-ups shall go into effect the second pay period in January and July. The method of bidding days off and shifts is to be established by mutual agreement of the Union Representative and the Agency Representative. Bidding for shifts and days off will be by department seniority within each classification. The maintenance department classifications are as follows:

Mechanic A	Tire Servicer
Mechanic B	Electronic Technician
Mechanic C	Parts Clerk
Body Mechanics A	Groundskeeper
Body Mechanics B	Groundskeeper (Stops/Zones)
Servicer	Property Maintainer

After January 2000, an employee may bid to a different division location by seniority only when an opening occurs.

Section I. Voluntary overtime will be assigned by seniority within classification with the exception that the employee must be qualified for the work. Maintenance employees that are willing to work day off overtime will sign up per shift on a voluntary overtime list quarterly. The Agency may require those on the list to work overtime. Anytime during the quarterly sign up maintenance employees can take their name off the list. No one can add their name to the list but at the quarterly sign up. The parties will use this list to assign all overtime. The overtime will be rotated on a seniority basis. The voluntary overtime list will be provided to the Maintenance Union Steward on a quarterly basis.

Section J. Uniforms. The Agency shall furnish each Mechanic, Servicer, Parts Clerk or Groundskeeper with one (1) jacket per contract period. Cleaning of jackets is the responsibility of employees. Employees will also be provided with 11 sets of pants and shirts, or 11 pairs of coveralls at the employee's option. The Agency will pay the full cost of laundering all two-piece uniforms and coveralls. Effective September 1, 2002 and annually per contract year, the Agency shall allow for the purchase of black or brown leather, steel toed, safety shoes with oil resistant soles for each maintenance employee. Employees shall apply for reimbursement for up to an aggregate total of \$200, including tax, with proof of purchase. Safety shoes will be mandatory for Mechanics, Groundskeepers, Servicers and Parts Clerks.

Section K. Work by Supervisor. A Supervisor cannot work with the tools of the trade except in emergencies and then only to the extent that they do not replace any employee with the further exception that they may use the tools of the trade for instruction.

Section L. Hours of Work. All regular maintenance department employees shall be guaranteed eight (8) hours on each of five (5) consecutive days. All work performed in excess of eight (8) hours per day or in excess of forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2). Two (2) fifteen (15) minute coffee breaks will be provided during all shifts and fifteen (15) minutes at the end of each shift will be allowed each employee to clean up their work area and their person. On applicable holidays, Article 39, Section B, will prevail.

Section M. Equipment for Maintenance Employees. Rubber boots, hats and raincoats will be furnished by the Agency when necessary. The Agency shall furnish all necessary safety equipment.

Section N. For the purpose of maintenance and purchasing tools for use in Agency work, effective September 1, 2008, maintenance employees who are required to have their own tools will receive a \$425 per contract year tool allowance. The employee must have one-year of seniority to receive the allowance. The Agency will supply a tool list consisting of a minimum amount of tools and inspections may be held by Agency to assure employee has all tools on the list.

Effective August 5, 2009, the Agency agrees to provide, through an insurance policy or self-insurance, a thirteen thousand dollar (\$13,000) insurance with a fifty-dollar (\$50.00) deductible for stolen tools. The employee must submit a tool inventory to the Director of Maintenance of all tools to be covered and, before a loss can be paid. Toolboxes, which are not stored in the shop, will not be insured.

Section O. Lockers and Change Rooms. The Agency shall provide one (1) locker for each maintenance employee for storing clothes and other personal effects, and shall maintain, at all times, suitable change rooms with hot and cold running water.

ARTICLE 36 - LEAVES OF ABSENCE

Section A. Employees granted a leave of absence will not be entitled to accumulation or payment of fringe benefits while on leave. Years of service for pension benefits will not be affected 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. Employees on leave terminated due to disability are exempted.

Section B. 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 shall apply to the Agency for approval of said leave, and Agency will not 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 C. 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 to 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, but not during the period of absence except as stated elsewhere in this Agreement.

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

Section E. An employee with more than one year's seniority who is required to participate in active duty/annual training in any branch of the armed forces for a period not exceeding thirty (30) days per year shall be compensated by the Agency for such absence the same as they would have earned during this period as an Agency employee working their assigned hours. The following conditions will apply:

- 1) The Agency must receive notice in advance of the requested day or days off. The request must state that the time requested is part of the employee's annual training encampment.
- 2) The employee will not receive any compensation from the Agency when required to report for annual training on the employee's day off.

Section F. Employees involuntarily 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 the Agency to enter military service shall be paid in full for all accrued vacation credits at the time of such military service leave.

ARTICLE 37 - SICK LEAVE

Sick leave days which are taken due to illness will be paid in accordance with the contract as outlined in Article 39, Section C. To be paid for sick leave in accordance with Article 39, Section C, a sufficient amount of time must be available in the sick leave bank of hours.

This article will permit employees to use sick leave days actually earned and sick leave cash-in actually earned, and there will be no advance draw-down on sick leave earned in the future.

ARTICLE 38 - WAGES

A. Operations

All coach operators hired on or after September 1, 2002 shall progress according to the following schedule:

<u>Length of Service</u>	<u>Percent of Top Operator's Rate</u>
First 12 Months	65%
Second 12 Months	70%
Third 12 Months	75%
Fourth 12 Months	80%
Thereafter	100%

Top operator's rate is:

- \$23.33 per hour effective September 1, 2015.
- \$24.26 per hour effective September 1, 2016
- \$25.23 per hour effective September 1, 2017

B. Maintenance

Lead Mechanic 5% over current classification rate.

	"A" Body Mechanic		"B" Body Mechanic	
	"A" Mechanic		"B" Mechanic	Tire Servicer
	<u>Electronic Technician</u>			
Eff 9/1/15	\$28.33		\$24.47	\$24.47
Eff 9/1/16	\$29.46		\$25.45	\$25.45
Eff 9/1/17	\$30.64		\$26.47	\$26.47
	Property Maintainer			
	<u>"C" Mechanic</u>	<u>Servicer</u>	<u>Groundskeeper</u>	<u>Parts Clerk</u>
Eff 9/1/15	\$20.69	\$17.52	\$17.52	\$17.52
Eff 9/1/16	\$21.52	\$18.22	\$18.22	\$18.22
Eff 9/1/17	\$22.38	\$18.95	\$18.95	\$18.95

Maintenance employees working a night shift shall be paid a night shift differential above their normal rate of pay. This differential shall be as follows:

Position	Maintenance Scale			*Shift Differential	
	9/1/15 to 8/31/16	9/1/16 to 8/31/17	9/1/17 to 8/31/18		
"A" Mechanic	\$28.33	\$29.46	\$30.64	1.59% or \$.40	2.38% or \$.60
"A" Body Mechanic	\$28.33	\$29.46	\$30.64	1.59% or \$.40	2.38% or \$.60
Electronic Technician	\$28.33	\$29.46	\$30.64	1.59% or \$.40	2.38% or \$.60
"B" Mechanic	\$24.47	\$25.45	\$26.47	1.59% or \$.40	2.38% or \$.60
"B" Body Mechanic	\$24.47	\$25.45	\$26.47	1.59% or \$.40	2.38% or \$.60
Tire Servicer	\$24.47	\$25.45	\$26.47	1.59% or \$.40	2.38% or \$.60
Property Maintainer	\$20.69	\$21.52	\$22.38	1.59% or \$.40	2.38% or \$.60
"C" Mechanic	\$20.69	\$21.52	\$22.38	1.59% or \$.40	2.38% or \$.60
Servicer	\$17.52	\$18.22	\$18.95	1.59% or \$.40	2.38% or \$.60
Groundskeeper	\$17.52	\$18.22	\$18.95	1.59% or \$.40	2.38% or \$.60
Parts Clerk	\$17.52	\$18.22	\$18.95	1.59% or \$.40	2.38% or \$.60

*Employees working Swing shifts will be paid the greater dollar amount of 1.59% multiplied by their base pay or \$.40. Employees working Second Swing and Grave shifts will be paid the greater dollar amount of 2.38% multiplied by their base pay or \$.60.

ARTICLE 39 - PAID TIME OFF

A. VACATION

1. Full-Time employees shall accrue vacation benefits as set forth below:

Vacation Benefit Earning Period	Vacation Days Accrued per Employment Year
From start date of full-time employment through completion of 4 th year	10
Beginning of 5 th year through completion of 11 th year	15
Beginning of 12 th year through completion of 17 th year	20
Beginning of 18 th year through completion of 24 th year	25
Beginning of 25 th year to end of employment	30

2. Any employee absent 50% or more workdays in any given month shall lose 1/12 of their annual vacation allowance.
3. Vacations shall be bid once annually in the same manner as the selection of runs.
4. Vacations must be taken in each calendar year. Vacation may not be accrued and saved for subsequent years without agreement in writing between the Agency and the Union.
5. Any employee who has not taken vacation which has been earned under the provision of this article and is off duty because of sickness or injury for a period of 30 consecutive days or more may, during the period of illness or injury, take vacation pay in lieu of vacation beginning on the thirty-first (31st) day in one (1) week increments provided they have used and been paid for all accumulated sick leave.
6. The new bid period is established every January and will be a calendar year bid.

Vacations must be taken in increments of calendar weeks from Sunday to and including Saturday all inclusive of days off. Employees having less than one week earned vacation available may request payment in lieu of days off for those earned vacation days.

The minimum number of Coach Operator biddable vacation weeks will be determined by the number of weeks estimated to be accrued (as specified under Article 39, A, 1) for the calendar year, rounded up to the nearest whole week. Those weeks will be distributed as evenly as possible throughout the year.

Each maintenance job classification grouping (see below) shall be allowed a minimum of one vacation per week. Mechanics [A, B, and C as a single job classification] will be allowed a minimum of one vacation per shift. Shifts are designated as day, swing and graveyard.

Classification Groupings

- Mechanic A, B & C
- Body Mechanic A & B
- Servicer & Tire Servicer
- Electronic Technician
- Parts Clerk

Groundskeeper (Stops/Zones)
Groundskeeper & Property Maintainer
Hemet Maintenance Employees

If a holiday occurs during the vacation week, the employee will be paid forty (40) hours for the vacation week plus eight (8) hours of holiday pay for a total of forty-eight (48) hours at their regular rate of pay.

All available open vacation periods for operators and maintenance personnel shall be available for review in each division.

Full time operators may re-bid vacation if they notify dispatch by 11:00 a.m. the Monday before the vacation is to start. The operator who re-bids their vacation must bid an open vacation period from the remaining weeks and will not be allowed to bump any operator who has already bid their vacation period. If there are no open vacation weeks, the requesting operator will not be allowed to re-bid their vacation.

Maintenance personnel can re-bid vacation if they notify supervision at least 24 hours before the start of their vacation. Maintenance personnel will re-bid their vacation to an open vacation period from remaining weeks and will not be allowed to bump anyone. Newly vacated weeks will be recorded in the Vacation/Floating Holiday book. If there are no open vacation weeks, the requesting maintenance employee will not be allowed to re-bid their vacation.

7. New full-time employees will be paid for all accrued vacation from the date of hire up to December 31 of the year of hire and will bid in December for the next calendar year on all full vacation weeks that will be earned in the next calendar year if they have successfully completed the RTA Driver Training and have obtained a Class B CDL, with passenger and air brake endorsements, if required for the new employees' classification.
8. Operators may exchange vacation weeks after the effective date of the bid. Full time operators may exchange vacation if they notify dispatch by 11:00 a.m. the Monday prior to the week the vacation is to start and will be approved in seniority order. Exchanges of vacation will only be approved if both operators making the request are present for duty. Requests from operators in an inactive status will be denied. Exchange forms will be submitted/signed by both operators. This will also apply to maintenance only if the employees are on the same shift and of the same job classification. (See Article 35, Section H)

Requests to move vacation weeks to open dates on the calendar will be approved in seniority order. The requested week must be open on the date of request.

9. Vacation bidding for the operator who does not bid, leaves no proxy or is not present will bid from whatever is available and open after the least senior operator has bid.

The above sign-up procedure, with the exception of the five-minute bid time, applies to the Maintenance Department. In the event a maintenance employee is not available to bid, did not leave a proxy or is not present the Maintenance Union steward shall make a selection that most closely resembles the maintenance employee's current work assignment. Vacations bidding, for the employee who does not bid, leaves no proxy or is not present, will bid from whatever is available and open at the time they come in to bid.

B. HOLIDAYS

1. Each employee shall be entitled to fourteen (14) holidays per year. Six (6) of those holidays shall be specified as fixed holidays by the Agency and eight (8) of those holidays will be designated as floating holidays. Martin Luther King's birthday will be approved as an employee's floating holiday.
2. Upon forty-eight (48) hours written notice or in an emergency by telephone with the Director's approval and based on available manpower, full-time employees may schedule two (2) floating holidays at any time during the calendar year. Employees may request pay in lieu of time off for the two (2) floating holidays, which will be paid in the first paycheck in December. Each employee must give written notice of their request to be paid for the two (2) floating holidays on or before November 15 of each year.
3. Any full-time employee who works on a holiday will be paid double time and a half for all hours worked, provided they work their last scheduled work day before the holiday and first scheduled work day after the holiday. Any employee with an absence on one of the days will have eight hours deducted from their pay for working the holiday unless they provide a note from a physician that they received treatment on the date missed before or after the holiday.

Any full-time employee who is not scheduled to work on a holiday will be paid eight hours of holiday pay provided they work their last scheduled work day before the holiday and first scheduled work day after the holiday. Any employee that misses the last scheduled workday before or first scheduled workday after the holiday will not be paid for the holiday.

4. All floating holiday slots will be available for operators and maintenance personnel for their review in each division.

Floating holidays shall be bid once annually in the same manner and at the same time as vacation, except as noted in #2 above. With reasonable notice to the Agency and Agency's agreement, an employee may reschedule a floating holiday. Requests to move a floating holiday to an open date will be approved by time stamp of receipt. The requested date must be open on the date of the request.

5. All floating holidays shall be scheduled (except as noted in #2 above) at the vacation bid and this method of bidding floating holidays shall not be changed without mutual agreement in writing between the Agency and the Union.
6. Floating holiday pay cannot be used for pay when sick after accrued sick leave is exhausted.
7. The minimum number of Coach Operator biddable floating holidays will be determined by the number of days estimated to be accrued (as specified under Article 39, B, 1) for the calendar year, rounded up to the nearest whole day. Those days will be distributed as evenly as possible throughout the year.

All maintenance job classification groupings (see below) will be allowed one floating holiday per day.

Classification Groupings

Mechanic A, B & C
Body Mechanic A & B
Servicer & Tire Servicer
Electronic Technician
Parts Clerk
Groundskeeper (Stops/Zones)
Groundskeeper & Property Maintainer
Hemet Maintenance Employees

A floating holiday can only be used to take the day off on a regular scheduled work day (except as specified under Article 39, B, 2: "Employees may request pay in lieu of time off for the two (2) floating holidays...").

8. Floating holidays will be bid in conjunction with the first general sign up held in December of each calendar year and take effect in January the following year. Operators may exchange floating holidays after the effective date of the bid.
9. New employees with less than six (6) months service from the date of hire to January 1st of each year will only be allowed to bid three and one-half (3-1/2) floating holidays for the vacation holiday bid period, employees with more than six (6) months service from the date of hire to January 1st of each year will bid seven (7) floating holidays per vacation floating holiday bid period if they have successfully completed the RTA Driver Training and have obtained a Class B CDL, with passenger and air brake endorsements.

All new hired full-time employees will bid in December for the next calendar year on all floating holidays accrued prior to January 1st, and all that will be earned from January 1st to December 31st. Full-time employees shall have their floating holidays prorated on a yearly basis.

10. Floating holiday bidding for the operator who does not bid, leaves no proxy or is not present will bid from whatever is available and open after the least senior operator has bid.

The above sign-up procedure, with the exception of the five-minute bid time, applies to the Maintenance Department. In the event a maintenance employee is not available to bid, did not leave a proxy or is not present, the Maintenance Union steward shall make a selection that most closely resembles the maintenance employee's current work assignment. Floating holiday bidding, for the employee who does not bid, leaves no proxy or is not present, will bid from whatever is available and open at the time they come in to bid.

C. SICK LEAVE BENEFITS

1. Employees are required to maintain a “bank” of 24 sick leave hours before they are eligible to cash in sick leave. Eligible employees may give notice in writing of their election on or before June 15 or November 15 of each year to be paid some or all of their sick leave above the required 24-hours minimum banked (or they may allow their sick leave to accumulate up to a maximum of 130 days). Should employees elect to cash out hours in excess of the required minimum 24-hour bank, they will be paid in the first paycheck in July, if they notify the Agency by June 15th, or the first paycheck in December, if they notify the Agency by November 15th.
2. Full-time employees with one (1) or more years of continuous full-time service as of contract ratification, November 24, 2002, shall continue to accrue 12-days of sick leave per year until January 1, 2005. Beginning January 1, 2005, the accrual method will no longer apply. Rather, twelve (12) days will be placed in their sick leave bank upon completion of each year of continuous full-time service on their anniversary date of full-time status according to the sick leave schedule listed below.
3. Full-time employees who are employed less than one year at full-time status prior to January 1, 2003, will receive sick leave benefits according to the progression scale listed below on their full-time anniversary date.

Employees who are hired after January 1, 2003 as a full-time employee or who are hired after January 1, 2003 and achieve full-time status thereafter, will receive sick leave on their full-time status anniversary date according to the following schedule:

One (1) year continuous full-time service – 7 days
Two (2) years continuous full-time service – 8 days
Three (3) years continuous full-time service – 9 days
Four (4) years continuous full-time service – 11 days
Five (5) or more year’s continuous full-time service – 12 days

4. If an employee is off sick and has no sick leave banked, they shall be docked one-day’s pay for each day sick. (Vacation and holiday pay shall not be used in lieu of sick pay.)
5. Employees will be required to provide evidence of illness by the next business day of returning to work from illness before receiving pay for sick leave on their third incident of absence within a contract year. Effective January 1, 2009 the contract year will change to calendar year for this section.
6. Employees who claim to be sick when they are not sick shall be subject to discipline as provided under the Agreement and shall not be entitled to a day’s sick pay on the day claimed.
7. Employees may use banked sick leave in accordance with the provisions of this section for illness of, or medical office appointments for, a member of the employee’s immediate family. Immediate family shall include parents, grandparents, sisters, brothers, spouse, children and spouse’s parents, grandparents, sisters, brothers and children.

D. JURY DUTY

Any employee receiving notice of call to jury duty shall immediately show such notice to the employee's supervisor when required to appear before the jury commissioner and must notify dispatch by 6 p.m. on a daily basis through the duration of their jury duty service. In the event that personal appearance of employee is required, the employee shall be allowed reasonable time for such appearance but not to exceed two (2) hours, if loss of time from work is necessary for such appearance.

Any employee who serves as a juror will be compensated in the following manner:

An employee who is required to serve as a juror on any regular scheduled workday will be excused from work on that day and will be given supplemental pay equal to the difference between the fee received for service as a juror and the regular daily pay, total compensation not to exceed eight (8) hours in a day.

Employees must furnish the Agency with advance notice of service as a juror and submit official records of service to be eligible for supplemental jury pay. Such supplemental jury pay shall be paid only for days on which the employee was scheduled to work, but did not work due to service as a juror.

Employees shall report for their regularly scheduled shift on days on which they are not on jury duty and will be paid their regular pay for time worked. When possible, employees on jury duty shall be temporarily assigned by their supervisor to Saturday and Sunday off on their respective shifts.

The "day" for the graveyard shift will be the calendar day in which their shift ends.

ARTICLE 40 - FRINGE BENEFITS

A. Health and Welfare

Agency shall continue to provide health and welfare insurance.

Employee will contribute a minimum of five dollars (\$5) toward medical coverage.

Effective January 1, 2017, the Agency shall contribute an amount not to exceed seven hundred eight-five dollars (\$785) of premium per month for employee only medical insurance, and the employee shall pay the premium cost difference.

Effective January 1, 2017, the Agency shall also contribute an amount not to exceed four-hundred thirty-two dollars (\$432) of premium per month for dependent medical insurance, and the employee shall pay the premium cost difference.

The Agency shall offer Kaiser Permanente HMO plan(s) which would include the following employee plan design(s):

\$20 Office Visit Plan Design:

- Office Visit - \$20 Copay per visit
- Urgent Care - \$20 Copay per visit
- Emergency Room - \$50 Copay per visit (waived if admitted)
- Inpatient Hospitalization - \$100 Copay per admission
- Outpatient Surgery - \$20 Copay per procedure
- Ambulance - \$0 Copay per trip
- Rx - \$15 generic/\$35 brand (30 day supply) per prescription
- Chiro/Acupuncture - \$15 Copay per visit, up to a maximum of 20 visits per year combined
- Deductible - \$0
- Hearing Aid - \$1,000 Allowance per Aid every 36 months
- Eye Wear - \$150 Allowance every 24 months

\$30 Office Visit Plan Design:

- Office Visit - \$30 Copay per visit
- Urgent Care - \$30 Copay per visit
- Emergency Room - \$100 Copay per visit (waived if admitted)
- Inpatient Hospitalization - \$500 Copay per admission
- Outpatient Surgery - \$100 Copay per procedure
- Ambulance - \$100 Copay per trip
- Rx - \$15 generic/\$35 brand/30% specialty co-insurance (30 day supply) per prescription
- Chiro/Acupuncture - \$15 Copay per visit, up to a maximum of 20 visits per year combined
- Deductible - \$0
- Hearing Aid - \$1,000 Allowance per Aid every 36 months
- Eye Wear - \$150 Allowance every 24 months

The Agency agrees to continue all health and welfare benefits for employees and dependents while off on sick leave or workers' compensation for a period of six (6) months per twelve (12) month period.

RTA reserves the right to offer additional medical plan(s) with different plan design(s) of its choosing. Should such plan(s) be offered, the Agency shall pay the same established employee and dependent contribution amounts outlined within this section and the employee will pay the premium cost difference. Employee shall contribute a minimum of five dollars (\$5) toward medical coverage.

RTA will provide supplemental vision insurance at the employee's expense.

RTA will pay the premium cost of HMO dental insurance for employee-only. If the employee chooses to cover dependents, RTA will contribute an amount equal to the employee-only HMO premium and employee will pay the cost difference.

Additionally, A) If an eligible employee does not elect in writing to have their eligible dependents covered under this health and welfare plan or its successor plan, they will have the option to have \$110 per month applied in the Agency's deferred compensation plan. B) If an eligible employee does not elect in writing to have personal medical coverage under this health and welfare plan and provides proof to the Agency of personal medical coverage under another health and welfare plan, they will have the option to have \$110 per month applied in the Agency's deferred compensation plan.

As of November 19, 2002, employees who are currently receiving deferred compensation in lieu of eligible dependent medical coverage may continue to receive that maximum \$220 per month deferred compensation in lieu of medical coverage until such time as their current eligible dependents become disqualified for the Agency's health and welfare plan.

Employees on the payroll as of June 22, 2006 who retire will receive the same medical contribution (employee only + dependent) as active employees. Employees hired after June 22, 2006 will, upon retirement and 10 years of active service with RTA, receive the employee-only contribution made for active employees but not any dependent contribution. If a more generous retiree medical plan contribution is made for retirees from RTA not in the bargaining unit, that more generous contribution will also be made for any retiree who retired from the bargaining unit.

B. Retirement

P.E.R.S. contributions by Agency and employees shall be as defined by the Public Employees' Retirement System. As per agreement signed September 23, 1999, the Riverside Transit Agency agrees to offer bargaining unit employees P.E.R.S. retirement at the formula of 2% at 55, at no additional cost to the employee.

C. Life Insurance

Effective November 1, 2009 the Agency shall provide life insurance for each employee in the amount of thirty-five thousand dollars (\$35,000). The Agency shall pay the entire cost of such premium.

RTA to set up payroll deductions for ATU offered Voluntary Life Insurance.

D. Long Term Disability

The employees have elected to participate in the State Disability Insurance Plan. Agency will arrange for State Disability Insurance coverage at employee expense, effective February 1, 1979.

E. Bereavement

Agency agrees to provide bereavement leave for full-time and part-time employees in the event of the death of someone in the immediate family. Immediate family shall include parents, stepparents, grandparents, sisters, brothers, spouse, children, grandchildren and spouse's parents, stepparents, grandparents, sisters, brothers and children, and grandchildren.

- 1) The employee shall be granted leave with pay for four (4) working days actual work time when death occurs in the "immediate family" within the state. Five (5) working days actual work time will be granted when death occurs in the "immediate family" out of state.
- 2) The benefit granted herein shall not be chargeable to the employee's accrued sick leave.

F. Registered Domestic Partners

For all purposes under this Memorandum of Understanding and RTA Rules and Regulations, a registered domestic partner, as defined under California Family Code 297, will be the equivalent of a spouse.

ARTICLE 41 - DURATION

This agreement shall be in effect from September 1, 2015 to August 31, 2018, both inclusive, and from month to month thereafter, except that at the expiration of the Memorandum of Understanding's term or any renewal thereof, either party may terminate the Memorandum of Understanding by giving notice to the party of its intention to terminate the Agreement or to negotiate changes in its terms.

Said notice shall be in writing and be delivered to the other party not more than one hundred eighty (180) and not less than one hundred fifty (150) days before the expiration of the contract term.

If such notice is given by either party, it shall also contain an offer to meet and confer with the other party for the purpose of negotiating a new contract.

If no notice is given, the contract will be extended one year under the same terms and conditions, provided, however, that the parties may, by mutual agreement, reopen the contract.

ARTICLE 42 - SEPARABILITY PROVISION

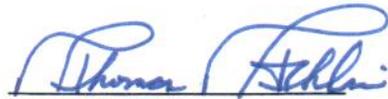
Should any provision of this Memorandum of Understanding be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. Such provision,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

ARTICLE 43 – RATIFICATION AND EXECUTION

Agency 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 Agency's Board of Directors. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of Agency and the Union and entered into this 9th day of May 2016.

RIVERSIDE TRANSIT AGENCY
(Agency)


Larry Rubio
Chief Executive Officer

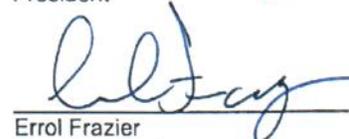

Thomas Franklin
Chief Operating Officer

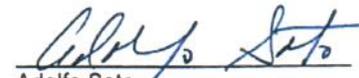

Laura Camacho
Chief Administrative Services Officer

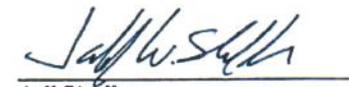

Robert Bach
Director of Maintenance

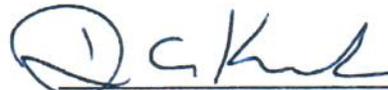
AMALGAMATED TRANSIT UNION
LOCAL 1277 (Union)


Arturo Aguilar
President


Errol Frazier
Vice President


Adolfo Soto
Financial Recording Secretary


Jeff Shaffer
Treasurer


Douglas Kurowski
Executive Board Member


Orieta Gutierrez
Union Steward


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