

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SANTA MONICA, CALIFORNIA

AND

THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND
TRANSPORTATION WORKERS – TRANSPORTATION DIVISION, LOCAL 1785
(FORMERLY UNITED TRANSPORTATION UNION LOCAL 1785)

2017-2020

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**THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL AND
TRANSPORTATION WORKERS – TRANSPORTATION DIVISION, LOCAL 1785**

CITY OF SANTA MONICA

ARTICLE I: GENERAL PROVISIONS

1.01 Parties to Memorandum

This Memorandum of Understanding (“MOU” or “Agreement”) has been prepared pursuant to the terms of Ordinance No. 801 (CCS) of the City of Santa Monica (the “City”), and has been executed by the City Manager on behalf of the City and by appropriate officials of the International Association of Sheet Metal, Air, Rail and Transportation Workers – Transportation Division (“SMART-TD”), Local 1785, formerly known as the United Transportation Union Local 1785, on behalf of employees occupying the job classification of Motor Coach Operator.

1.02. Purpose

The parties agree that the purpose of this MOU is: to promote and provide harmonious relations, cooperation, and understanding between the City and the employees covered herein; to provide an orderly and equitable means of resolving differences that may arise under this MOU, and to set forth the full agreements of the parties reached as a result of meeting and conferring in good faith regarding matters within the scope of representation of employees represented by SMART-TD Local 1785.

1.03. Term of Agreement

This Agreement is effective as of July 1, 2017, and remains in full force and effect until June 30, 2020. Either party shall notify the other in writing no later than March 1, 20120, of the desire to terminate or modify this Agreement. If such notice to modify is given, negotiations will begin no later than April 15th with a signed contract desired by July 1st.

1.04. City Council Approval

It is the mutual understanding of all the parties hereto that this MOU is of no force or effect whatsoever unless or until ratified and approved by resolution duly adopted by the City Council of the City of Santa Monica.

1.05. Recognized Employee Organization - SMART-TD

The International Association of Sheet Metal, Air, Rail and Transportation Workers – Transportation Division, Local 1785 (“SMART-TD”), formerly known as the United Transportation Union Local 1785, is hereby acknowledged as the Recognized Employee Organization representing only the job classification of Motor Coach Operator, pursuant to Section 3.04(c) of Ordinance No. 801 (CCS).

It is the mutual understanding of the parties hereto that acknowledgment of SMART-TD as the recognized employee organization:

- A. Does not preclude employees in such job classification from representing themselves individually in their employment relations with the City.
- B. Does not preclude or restrict the right of management officials to meet and consult with employees in such employment position classification concerning their employment relations with the City.
- C. "Employee Representative" within the meaning of this Agreement shall be a person or persons holding membership in SMART-TD, Local 1785, and employed by the City as a Motor Coach Operator or an International Representative of SMART-TD.

1.06. Scope of Representation

The scope of representation of SMART-TD as the Recognized Employee Organization includes all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order and shall be exercised or performed in compliance with the provisions of Ordinance No. 801 (CCS).

1.07. Full Understanding, Modification & Waiver

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the scope of representation as outlined in Section 2.05 of Ordinance No. 801. This MOU constitutes the full and complete agreement of the parties. Each party, for the term of this MOU, specifically waives the right to demand or petition for changes herein; however, both parties may mutually agree to meet and confer over items and issues contained herein.

1.08. Management Rights Reserved

The City retains all rights not specifically delegated by this Agreement, including, but not limited to, the exclusive right to:

- A. Direct, supervise, hire, promote, transfer, assign, schedule, and retain employees; and, for proper cause, suspend, discipline and discharge employees.
- B. Relieve employees from duties in accordance with the Santa Monica Municipal Code.

- C. Determine the services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters.
- D. Determine the appropriate job classifications and personnel by which government operations are to be conducted.
- E. Determine the overall mission of the unit of government.
- F. Maintain and improve the efficiency and effectiveness of government operations.
- G. Take any necessary actions to carry out the mission of an agency in situations of emergency.
- H. Take whatever other actions may be necessary to carry out the wishes of the public not otherwise specified above or by collective agreement.

1.09. Peaceful Performance of City Services

It is mutually understood and agreed that participation by any employee in a strike or a concerted work stoppage terminates the employment relationship in the absence of specific written waiver of such termination by an authorized management official.

- A. The protection of the public health, safety, and welfare demands, and the parties agree, that none of the parties hereto nor any person acting in concert with them will encourage, condone, assist, sanction or take part in any strike, walkout, sit-down, slowdown, concerted work stoppage, picketing, stay-away, retarding of work, abnormal absenteeism, withholding of services, or any other form of interference with or limitation of the peaceful performance of City services. Violation of any provision of this MOU by either party hereto shall be cause for either party to avail itself of whatever remedies may be available to the parties in law or in equity.
- B. In the event that there occurs any strike, concerted work stoppage, cessation of work, slowdown, sit-down, stay-away, illegal picketing, or any other illegal form of interference with or limitation of the peaceful performance of City services, the City, in addition to any other lawful remedies or disciplinary actions, may by action of the City Manager, cancel any or all payroll deductions, prohibit the use of bulletin boards, prohibit the use of City facilities, and prohibit access to former work or duty stations.
- C. The City agrees that there shall be no general lockout of bargaining unit members.

1.10. Validity of MOU

If any provision of this MOU is determined to be invalid or illegal by a court of competent jurisdiction, then such provision shall be severed from this MOU, but the remainder hereof shall remain in full force and effect. The parties hereto shall immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision.

Should any change be made in any federal or state law, or in any rules and regulations implementing such legislation, or in any City Charter provision or civil service rule and regulation which would be applicable and contrary to any provision herein contained, then such provision of this MOU shall be automatically terminated, but the remainder of this MOU shall remain in full force and effect. Such legislation and/or rules and regulations shall supersede this MOU and applicable clauses shall be substituted for those ruled invalid or illegal. The parties hereto shall immediately commence to negotiate for the purpose of replacing any such invalid or illegal provision.

Further, if any additional costs for compensation to employees covered by this Agreement would be imposed on the City because of the interpretation and/or application of any provision(s) of this Agreement by reason of the Fair Labor Standards Act (FLSA), such provision(s) shall become inoperative to the extent that such provision(s) impose(s) additional costs on the City. Such provision(s) shall be changed to create no additional costs to the City by reason of the application of the FLSA.

1.11. Captions for Convenience

The captions herein are for convenience only and are not a part of the MOU and do not in any way limit, define, or amplify the terms and provisions hereof.

1.12. Non-Discrimination and Equal Employment

SMART-TD and the City agree to adhere to any anti-discrimination and harassment in the workplace policies set forth in the City of Santa Monica Administrative Instructions as well as applicable federal and state anti-discrimination and equal employment opportunity laws.

Employees shall not be subject to intimidation, retaliation, or discrimination for exercising their legitimate rights under these policies.

1.13. Definitions

The following definitions are to be applied in the interpretation of this MOU:

- A. "As-needed Position" means a position that is: (a) not specifically itemized in the budget but authorized under temporary employees; (b) paid in accordance with FLSA for all hours worked; (c) not eligible to accumulate

fringe benefits; and (d) to be filled from eligible lists when possible but which may be filled, at the discretion of the Director of Human Resources, with qualified applicants not on eligible lists, since such positions cannot acquire civil service status. Wages, hours, and other conditions of employment of as-needed employees are not covered in this MOU except as noted in Article V, Section 5.02.

- B. "Date of Entrance Anniversary" means the date that recurs annually after the date of entry into the position of Motor Coach Operator in the Classified Service of the City, either by original employment or re-employment. The date of entrance anniversary for employees with broken service is the date on which the last unbroken service was effective.
- C. "Extra Board" means the procedure by which open runs or work assignments are made.
- D. "Extra Operator" means a Motor Coach Operator who does not bid a regular run or assignment and whose work assignments are all made through the extra board.
- E. "Full-Time Employee" means:
 - (1) An employee who is an incumbent of the line-item position of Motor Coach Operator; or
 - (2) An employee who is an incumbent of the line-item position of Motor Coach Operator on authorized leave of absence from his or her position, which position is being held pending the employee's return.
- F. "Modified Work Schedule" means any time a Motor Coach Operator is working out of their regular bid assignment.
- G. "Nearest Cent" means the next lower cent when the computed amount is 50/100th of a cent or less and the next higher cent when the computed amount is 51/100th of a cent or more.
- H. "Permanent Part-Time Position" means a position that is: (a) itemized in the budget; (b) paid in accordance with FLSA for all hours worked; and (c) filled from eligible lists. Wages, hours, and other conditions of employment of permanent part-time employees are covered by this MOU.
- I. "Regular Operator" means a Motor Coach Operator who has bid a regular run or assignment.
- J. "Regular Run" means a work assignment which is included, by the management, in a posted breakdown of operating schedules and contains regular working time and regular pay time.

- K. "Salary Range" for full-time Motor Coach Operators means the six step (1 through 6) hourly or bi-weekly pay scale described in Subsection B. below.
- L. "Salary Range Steps" for the job classification of Motor Coach Operator means and is established to bear the following percentage relationship to the step 6 salary computed to the nearest cent, with attainment based upon the following amounts of service in the position:
 - Step 1 - 70% of Step 6 during 1st year of employment
 - Step 2 - 75% of Step 6 during 2nd year of employment
 - Step 3 - 80% of Step 6 during 3rd year of employment
 - Step 4 - 85% of Step 6 during 4th year of employment
 - Step 5 - 90% of Step 6 during 5th year of employment
 - Step 6 - 100% after 5th year of employment
- M. "Split Run" means a run that has two or more parts with elapsed time between the ending and beginning of each part.
- N. "Straight Run" means a run that has continuous pay time from the time of starting to work until the run is completed.
- O. "Tripper" means any work shown on a schedule which is not part of a regular run.
- P. "Work Period" means the recurring seven-day cycle commencing at 3:00 a.m. Sunday through 2:59 a.m. the following Sunday.

1.14. Overpayment Remedy

Employees shall reimburse the City for any overpayment of wages or benefits. Said reimbursement is not required until the City notifies the affected employee in writing. Reimbursement may be accomplished by a lump-sum deduction made on the next subsequent employee payroll warrant following overpayment notification, or by other reasonable repayment method mutually acceptable to the employee and the City, except that lump-sum deduction is required if the next subsequent employee payroll warrant is the final or termination warrant issued to the affected employee.

1.15. Payments at Termination

When a full-time employee leaves the service of the City, that employee is entitled to lump-sum payoff of vacation leave only. No claim may be made

against the City for the use or payoff of unused sick leave, nor can the effective date of termination be extended by use of sick leave or vacation.

1.16. Compensation & Benefits for Permanent Part-Time Employees

Permanent part-time employees in the position of Motor Coach Operator shall be paid in accordance with the salary schedule set forth in Section 1.13, Subsection B. of this Agreement. Permanent part-time employees in the position of Motor Coach Operator shall be paid for all hours worked in accordance with the Fair Labor Standards Act (FLSA). Permanent part-time employees shall accrue vacation, sick leave, and other time off on a half-time (0.5) basis. Permanent part-time employees shall receive four hours of holiday pay for each holiday which the employee is entitled to receive per Section 4.01 of this Agreement. Health insurance coverage (i.e., medical insurance, dental insurance, vision insurance) is outlined in Section 3.02 of this Agreement.

An employee hired as a permanent part-time Motor Coach Operator shall only be subject to one 12-month probationary period as a Motor Coach Operator, regardless of whether the employee's City service is on a part-time or full-time basis. However, upon the determination of the Director of Transit Services, said probationary period can be extended for up to one additional 3-month period.

ARTICLE II: COMPENSATION

2.01. Effective Date of Increase

Notwithstanding any other provision contained herein, changes to the salary range and salary related benefit changes provided herein shall become effective on the first day of the payroll period closest to the effective date stated herein. If the effective date stated herein falls on the Sunday in the middle of a pay period, the effective date shall be the first day of the following payroll period.

2.02. Salaries

Salaries of full-time employees covered herein shall be on an hourly rate, paid on a biweekly equivalent basis.

- A. Effective the pay period closest to October 1, 2017, the step 6 salary for all employees covered hereunder shall be \$29.34 per hour. The increase in the hourly rate reflects an equity adjustment to keep the salaries in line with salaries in the applicable labor market.
- B. Effective the pay period closest to July 1, 2018, the step 6 salary for all employees covered hereunder shall be \$29.81 per hour. The increase in the hourly rate reflects an equity adjustment to keep the salaries in line with salaries in the applicable labor market.
- C. Effective the pay period closest to July 1, 2019, the step 6 salary for all employees covered hereunder shall be \$30.25 per hour. The increase in the hourly rate reflects an equity adjustment to keep the salaries in line with salaries in the applicable labor market.

2.03. Performance Evaluations and Effect of Job Performance on Salary

There will be no step increase of any kind as a result of a NOT ACCEPTABLE rating on the employee's performance evaluation. There will be no subsequent increase in wages until the NOT ACCEPTABLE rating has improved to at least the MEETS OVERALL STANDARDS level. If performance is rated NOT ACCEPTABLE, the employee will be rated every 90 days for nine months, with the first 90-day rating being called a performance status report, which is not an official performance evaluation. If the employee receives a performance rating of at least satisfactory (MEETS OVERALL STANDARDS) by the end of either the six-month or at the nine-month review period, he/she shall receive the salary increase that had been delayed. The salary increase will become effective as of the pay period following the date on which the employee has brought his/her performance rating up to at least the satisfactory (MEETS OVERALL STANDARDS) level. If the performance evaluation is not completed in accordance with the review schedule set forth in this provision (i.e. the evaluation is late), the salary increase shall be retroactive to the pay period following the

date on which the evaluation was due, providing the employee has brought his/her overall performance up to a MEETS OVERALL STANDARDS level.

In addition, there shall be no step increase of any kind as a result of two consecutive BELOW SATISFACTORY ratings on the employee's performance evaluation. The employee will be rated every 90 days for nine months. If the employee receives a performance rating of MEETS OVERALL STANDARDS by the end of either the six-month review period or at the nine-month review period, he/she shall receive the salary increase that had been delayed. The salary increase will become effective as of the pay period following the date on which the employee has brought his/her performance evaluation rating up to the MEETS OVERALL STANDARDS level. If the performance evaluation is not completed in accordance with the review schedule set forth in this provision (i.e. the evaluation is late), the salary increase shall be retroactive to the pay period following the date on which the evaluation was due, providing the employee has brought his/her overall performance up to a MEETS OVERALL STANDARDS level.

Employees who have reached Step 6 of the salary range shall continue to receive an annual performance evaluation but will not receive an overall rating.

2.04. Overtime

Regular Operators and Extra Operators shall be paid for overtime work performed at the direction of the Director of Transit Services at the rate of time and one-half for each hour in excess of 8 hours in any one day and each hour in excess of 40 hours in any work period, computed to the nearest tenth of an hour.

Regular Operators and Extra Operators who are not scheduled to work on a holiday shall be paid for 8 hours at straight time for each of the authorized holidays.

Regular Operators and Extra Operators who are required to report for duty on an authorized holiday shall be paid double time for all hours worked. The double time includes the 8 hours of paid holiday time. The only exception will be if any of the first 8 hours worked on the holiday exceed 40 hours of paid work time for the work week in which the holiday occurs. In that case, those work hours during the first eight hours worked which exceed the 40 hours for the work week will be paid at double time and one-half. Those hours worked during the first 8 hours which do not exceed 40 hours of paid work time for the work week shall be paid at double time. In no event, however, shall the pay received for hours worked be less than the equivalent of 13 hours and 20 minutes at straight time.

Any full-time or part-time employee who is scheduled to work on a holiday and who fails to work because of a miss-out or late report shall not receive pay for that day. If the employee then receives another assignment and works on the holiday, he/she shall be eligible to receive holiday pay, provided that he/she has

worked his/her regularly scheduled day prior to and following the holiday, and will be paid at the applicable rate of pay (as set forth in paragraph 3 above) for actual hours worked.2.05. Bilingual Skill Pay

Qualified employees who meet the following criteria shall receive a bilingual skill pay of a bi-weekly amount of \$23.08:

- A. The employee may be assigned to speak or translate a language other than English. This may include specialized communication skills such as sign language.
- B. There is no limit on the number of employees who can be assigned to speak or translate a language other than English, as long as the employee regularly utilizes such skill during the course of his/her duties or upon request of City management.
- C. An employee must be certified as qualified through an examination administered by the Human Resources Department.

ARTICLE III: SUPPLEMENTAL BENEFITS

3.01. Retirement

The City is a contract member of the California Public Employees' Retirement System ("CalPERS"), and it is understood and agreed that such membership will be maintained and that employee eligibility classification, contribution, and benefits are as prescribed in the contract between the City and CalPERS heretofore approved by the City Council.

The City shall pay on behalf of each permanent employee covered herein the employee's contribution to CalPERS, not to exceed 8% of the employee's compensation that is subject to contributions to CalPERS. These payments are not increases of salary and no salary range applicable to any of the affected employees shall be changed or be deemed to have been changed by reasons of such payments; as a result, the City will not treat these payments as ordinary income and thus will not withhold federal or state income tax therefrom. The City's practice will be to report these payments as being those of the employee so that they will be credited to the particular employee's individual account with CalPERS and upon separation will belong to the employee and can be withdrawn by the employee if he/she does not retire under CalPERS.

In addition, the City, as allowed by Government Code Section 20636(c)(4), will report to CalPERS as compensation earnable the monetary value of normal contributions paid by the City on behalf of each employee covered by this MOU (also known as the "Employer-Paid Member Contribution," or "EPMC") pursuant to the provisions of Government Code Section 20691, as described above in this Section. In return, for employees covered herein, there shall be deducted from the net income of each employee the added cost to the City resulting from paying employer and employee retirement contributions on the EPMC, which is an amount equal to the product obtained by multiplying the value of the EPMC by a percentage equal to 8% plus the City's prescribed contribution rate to CalPERS (which is subject to annual adjustment). The City will take the steps required to implement this provision as soon as the parties representing SMART-TD and the City have signed this Agreement. The effective date of the provision will be contingent upon the time lines required by CalPERS and the dates on which City Council takes the actions required by CalPERS.

3.02. Health Insurance Programs

A. Medical Insurance

The medical insurance provision for employees is set forth in an umbrella agreement that covers City bargaining units represented by the Coalition, which is comprised of the following City bargaining units: Administrative Team Associates (ATA), International Brotherhood of Teamsters, Local 911 (Teamsters), Management Team Associates (MTA), Supervisory

Team Associates (STA), Public Attorneys Union (PAU), Public Attorneys' Legal Support Staff Union (PALSSU), Municipal Employees Association (MEA), SMART-TD, and members of the Executive Pay Plan (EPP).

B. Dental Insurance

Dental insurance coverage shall be provided at no cost to employees and their eligible dependents provided that employees covered herein participate in the City-offered dental insurance programs. The City retains the right to change the provider of this benefit.

C. Vision Insurance

The City agrees to provide vision care insurance, at no cost, to employees. The City retains the right to select the provider and to set the levels of coverage for said vision care insurance plan. The City also retains the right to change the provider of said vision insurance plan and/or the level of benefits provided under that plan without meeting and conferring.

D. Long Term Disability Insurance

As of FY2008-2009, the City agrees to maintain a long-term disability insurance plan for permanent employees covered hereunder at no cost to the employee. There shall be no reduction in the long-term disability payment the employee is entitled to receive unless said changes are mandated by the long-term disability insurance plan provider. The waiting period for long-term disability benefits for an employee who qualifies for said benefits shall be 60 days. The long-term disability insurance benefits will be equal to 60% of either the employee's base salary or \$6,667.00 per month, whichever amount is less, reduced by the employee's income from other sources.

3.03. Unused Sick Leave Upon Retirement

Each Motor Coach Operator with ten or more years of service with the City who has at least 50 days of unused accrued sick leave when he/she retires from the City, may convert all unused accrued sick leave to dollars, which can be used to purchase medical insurance coverage for the employee and his/her spouse. The employee will be given the actual dollar value of the sick leave, which is converted based on the employee's base rate of pay on the date that he/she retires from the City. Those funds shall be set aside and shall be used to reimburse the employee for the cost of medical insurance coverage. This will include payments that the employee makes into the Medical Trust, described in the umbrella agreement referenced in Subsection A. of Section 3.01 of this Agreement, after his/her separation from the City. Reimbursement for medical insurance coverage will be made when the retiree submits proof of payment for medical insurance coverage.

3.04. Uniform Allowance

Each employee occupying the position of Motor Coach Operator shall receive a one-time lump sum voucher of \$500. Once an employee becomes a full-time Motor Coach Operator and has successfully completed six months of employment as a regularly authorized full-time Motor Coach Operator, the employee shall receive an annual lump sum voucher of \$400. The employee shall receive a bi-weekly uniform allowance of \$6.92, which will be paid on a regular paycheck. The \$400 voucher and \$6.92 bi-weekly uniform allowance becomes effective the pay period including September 1, 2018.

3.05. Eye Examinations

The City agrees to pay for the eye examination required for reissue of Class A and Class B California Driver's License. Said examinations shall be performed by a doctor(s) designated by the City.

3.06. Motor Coach Operator Trainee Instructor

A Motor Coach Operator assigned as an instructor with a Motor Coach Operator Trainee shall be paid a flat \$3 per hour bonus when so assigned, in addition to the regular salary. When a Motor Coach Operator is requested to perform an alternate working assignment as a Motor Coach Operator Trainee Instructor (Classroom Instructor or Associate Instructor), he/she will be assigned to work the total number of paid hours of his/her regular assignment. For hours worked in the training assignment, he/she shall receive the hourly bonus specified above.

3.07. Bus Passes

All Motor Coach Operators shall be issued a free bus pass for use by the employee. Free bus passes will also be issued to the employee's eligible dependent(s), with an eligible dependent being defined as a dependent who is eligible to receive medical insurance coverage through a City-provided medical insurance plan. Retired Motor Coach Operators who have retired from the City and who live within the area serviced by the department shall be issued free bus passes upon request.

3.08. Verification of Transit Training (V.T.T.) Certificate

The City agrees to reimburse all employees for the renewal of a Class A or B driver's license.

Motor Coach Operators are required to keep their Verification of Transit Training (V.T.T.) certificates continuously active. Motor Coach Operators who allow their certificate to expire will be subject to separation for not meeting the minimum qualifications of the position.

Motor Coach Operators will be scheduled to complete the hours of mandatory training needed to maintain their V.T.T. certificate. In order to conform to V.T.T. requirements, this one day shall fall between the birthdays of each individual employee. The employee will be paid for the actual hours spent in training at the applicable hourly rate of pay.

3.09. Deferred Compensation

The City has established and shall maintain a deferred compensation plan pursuant to the provisions of Section 457 of the Internal Revenue Code. Each employee, at his or her sole discretion, may defer and have deposited into a City 457 plan a portion of his or her compensation up to the maximum amount permitted by law.

Effective January 1, 2018, the City shall contribute \$23.07 bi-weekly on behalf of each employee to this deferred compensation plan.

3.10. Sick Leave Cash-Out

The employee has the annual option to be paid for certain unused sick leave on the terms noted below or to “bank” unused sick leave. An employee can also elect to split the number of sick leave days subject to buy back and can designate that a portion of those days, as specified by the employee, be placed in the employee’s sick leave “bank” as opposed to being cashed out.

Payment at the employee’s hourly rate of pay as of the end of the fiscal year during which the sick leave was earned but not used, excluding any special assignment or bonus pay, shall be made only to employees on the payroll as of June 30th of that fiscal year. To qualify for payment an employee must have a sick leave “bank” of 12 days. For the purposes of this Section, “bank” shall mean sick leave earned in prior years and reported in the “Sick Leave Balance Brought Forward from Prior Contract Year” column of the “Vacation, Sick Leave and Compensatory Time” report issued by the Finance Department at the beginning of the fiscal year during which payable sick leave is earned.

Annual sick leave payoffs under this Section for employees with less than ten years of service shall be made according to the following schedule:

<u>Sick Leave Days Used In the Fiscal Year</u>	<u>Sick Leave Days Payable At Fiscal Year End</u>
2	6
3	5
4	4
5	3
6	2
7	1
8 or more	0

Annual sick leave payoffs under this Section for employees with ten or more years of service shall be made according to the following schedule, provided that there are enough sick days accrued in the employee's sick leave bank to cover the payoff described below:

<u>Sick Leave Days Used In the Fiscal Year</u>	<u>Sick Leave Days Payable At Fiscal Year End</u>
2	12
3	11
4	10
5	9
6	8
7	7
8	6
9	5
10	4
11	3
12	2
13	1
14 or more	0

It is mutually acknowledged by the parties that the use of Code 40 or paid time off as it applies to this Section which was not appropriately scheduled in advance will disqualify an employee from eligibility for payment under this Section. Notwithstanding the foregoing, the use of Code 40 while out on workers' compensation leave will not disqualify the employee from being eligible for Sick Leave Buy Back.

Sick leave for which payoff is received shall be considered "used" in that it will not be added to the "bank" (or, if added to the "bank" prior to the payoff date, shall be removed from the "bank").

3.11 Vacation Cash-Out

Each employee has the annual option to cash out accrued vacation leave based upon the years of service completed at the time of the exercise of the option, as follows:

<u>Years of Service Completed</u>	<u>Maximum number of cashable hours</u>
Less than 10 years	Up to 40 hours
More than 10 but less than 15 years	Up to 60 hours
15 or more years	Up to 80 hours

In order to exercise this option, an employee must, prior to the end of the calendar year, designate up to the applicable maximum number of hours that he/she would like to cash out in the ensuing calendar year. If the employee fails to make a designation, he/she will not be allowed to cash out any hours in the ensuing year.

Once an employee has elected to participate in the Vacation Cash-Out Program, the total number of hours designated for cash-out will be automatically processed and paid. If an employee has a lower balance of vacation leave than elected vacation hours, only available vacation hours at the time of cash-out will be processed.

For employees who elect to cash out vacation hours as specified above, those hours will be paid to the employee at the end of the fiscal year at the same time as the Sick Leave Buy Back Program.

3.12 Tuition Reimbursement

The City will reimburse permanent full-time employees for the cost of tuition and required study materials for career improvement or job enhancement courses approved by the Department Head and subject to appeal to and approval of the Director of Human Resources. The amount allowed under this provision shall equal the total cost of tuition (exclusive of lodging and meals) and the total cost of required study materials, provided however, that:

- A. The maximum amount per employee shall not exceed \$2,750 per fiscal year.
- B. The course of study must be approved in advance by the employee's Department Head and the Human Resources Director. The course of study must be taken from an accredited college or university.
- C. The course must be directed to qualify the employee for employment in a position represented in the City work force or to enhance current job skills.
- D. Only employees who have completed an initial probationary period with the City are eligible for this program.

- E. Courses covered by this provision must be taken on the employee's time or on authorized vacation leave.
- F. The employee must exhibit some reasonable expectation of qualifying for the new position upon successful completion of the study course if that was the reason for the course.
- G. The tuition and other covered expenses shall be paid in advance by the City upon the pre-authorization of the course by the Department Head and the Director of Human Resources. Proof of completion must be provided to the Human Resources Department.
- H. In no event shall the amount of this City-paid benefit be reduced when there is an outside source of aid except in those cases where the aid from any outside source, plus the amount of the City-paid benefit, exceeds the cost of tuition and study material for the approved study course.
- I. The procedure to be followed with regard to the administration of the tuition payment program shall be established by the Human Resources Department. Prior to the implementation of any revisions to the procedure, the Human Resources Department will meet with STA to review the changes.
- J. If the employee does not pass the pre-authorized course or separates from City employment before completing the course, the employee is required to reimburse the City for any payment made by the City under this provision.

ARTICLE IV: LEAVES

4.01. Paid Holidays

- A. Full-time and permanent part-time employees shall receive the following paid holidays:

Upon hire in a full-time position:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Two floating holidays

Additionally, after one year of employment:

Easter Sunday

Additionally, after two years of employment:

One additional floating holiday

- B. Floating holidays, subject to management approval, may be taken at any time throughout the fiscal year. Payment for these floating holidays shall be eight hours straight time pay. This holiday benefit will accrue on a fiscal year basis and will be available to each active employee who is on the payroll at each July 1st, and who has attained six months' service prior to that date. This holiday benefit cannot be carried over from year to year; however, eligible employees may receive eight hours straight time pay in lieu of taking the holiday. For bidding purposes, one floating holiday can be used as a part of a bid vacation week.
- C. The administration or application of paid holiday provisions and the scheduling and payment for such holidays shall be as prescribed herein and in accordance with past practices.
- D. Any full-time or part-time employee who is scheduled to work on a holiday and who fails to work because of a miss-out or late report shall not receive holiday pay for that day.
- E. Any employee who is scheduled to work on the holiday and has a late report or miss-out, but is allowed to work on the holiday, shall receive eight hours' pay for the holiday, provided that he/she has worked his/her

regularly scheduled day before and after the holiday, and will be paid at the applicable rate of pay (as set forth in paragraph 3 of Section 2.30) for actual hours worked.

- F. Regular Operators and Extra Operators who are not scheduled to work on a holiday shall be paid for eight hours at straight time for each of the authorized holidays, provided that the operator has worked on his/her regularly scheduled work day prior to the holiday and his/her regularly scheduled work day following the holiday. Failure to work the regularly scheduled work day, or to have approved time off, prior to, or following, the holiday, shall result in a forfeiture of holiday pay for that holiday.

4.02. Vacation Leave

Each employee occupying a regularly authorized full-time position of Motor Coach Operator shall accrue vacation leave with pay on the following basis:

- A. Following completion of the first six calendar months of continuous service - six working days.
- B. Thereafter, up to and including five completed years of service - one working day per completed calendar month of service.
- C. Upon completion of five years of service – 1.25 working days for each completed calendar month of service.
- D. Upon completion of ten years of service - 1.5 working days for each completed calendar month of service.
- E. Upon completion of 15 years of service and thereafter - 1.75 working days for each completed calendar month of service.
- F. Accrual of vacation leave shall not exceed three times the employee's annual accrual of vacation.
- G. Except as otherwise provided herein, the administration or application of vacation leave provisions and the limitations on the accumulation, proportionate accumulation, scheduling and payment for such leave shall be as prescribed in the Civil Service provisions of the Santa Monica Municipal Code.

4.03. Sick Leave

- A. The use of sick leave shall be defined as in Section 2.04.320 of the Santa Monica Municipal Code, hereby incorporated as if set forth in full herein, except as follows:

Sick leave shall be defined as absence from duty because of the employee's illness or an off-the-job or on-the-job injury, exposure of the employee to contagious diseases as evidenced by certification from an accepted medical authority, medical or dental appointments of the employee or the employee's spouse, child, parent, sibling, grandchild, grandparent or the employee's registered domestic partner which could not be scheduled during non-work hours, with proper advance notification to the employee's supervisor, or illness or injury of the employee's spouse, parent, sibling, grandchild, grandparent or the employee's registered domestic partner.

For the purposes of this section, an employee's domestic partner and the parents and children of the employee's spouse or domestic partner are covered by this provision.

- B. For all full-time Motor Coach Operators, sick leave accrual shall be as follows:
- (1) After six completed calendar months of service, six working days;
 - (2) Thereafter, one working day for each completed calendar month of service.

4.04. Leave of Absence Without Pay

An employee may be granted a leave of absence without pay upon application approved by the department director, or designee, and the City Manager. Such leave may not exceed one year's time. Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted. Such leave shall be granted only in those cases where an employee's record of service and qualifications make it desirable for the City to retain the employee's services even at the cost of some inconvenience to the City.

An employee who has been convicted of a driving violation, while in his/her own vehicle, and has had his/her driver's license suspended as a result of that conviction, may be granted a leave of absence for up to six months. The employee must have his/her driver's license reinstated by the end of the leave of absence. Failure by the employee to have his/her driver's license reinstated will result in the employee being separated from City employment for not meeting the minimum qualifications of the position of Motor Coach Operator. Such leave of absence shall be granted in accordance with the provisions of the Santa Monica Municipal Code, with approval of the leave of absence only being granted in those cases where the employee's records of service and qualifications make it desirable for the City to retain the employee. Final approval of the leave of absence will require approval of the leave by the department director and the City Manager.

If a member of the bargaining unit accepts an official position with the SMART-TD International Union and desires a leave of absence to serve in the official position, such leave of absence is subject to the approval of the Director of Transit Services and the City Manager. The employee, whether on permanent or as-needed employment status, shall retain and accumulate applicable departmental seniority while on said leave of absence. No more than one bargaining unit member will be allowed such leave at the same time. Such leave of absence shall be limited to the term of the official position.

An employee who is on a leave of absence while serving in an appointed position with the SMART-TD International Union will not be allowed to perform any work duties for the City during such leave, and the employee shall not receive any employee benefits provided by this Agreement, including paid leave, or accrue City service time during the leave of absence.

4.05. Military Leave

The City will observe the military leave requirements of state and federal law.

4.06. Jury Duty

Employees, when duly called to serve on any jury and when unable to be excused therefrom, shall receive the regular base compensation less all jury fees received, excluding mileage for the time required to be spent in court, provided that the employee will be so paid for jury service for a maximum of ten working days per fiscal year. Each employee receiving a notice to report for jury service shall immediately notify his/her immediate supervisor. Whenever daily jury duty scheduling permits, the employee shall return to his/her regular daily job assignment to complete his/her regular daily work hours.

If an employee's jury service is greater than ten working days, the employee may submit a request for extension of jury duty pay to the Director of Human Resources. The Human Resources Director will review each request and the request will not be unduly denied.

When an employee is required to serve on a jury, he/she shall be placed on a modified schedule, as set forth in Section 5.04.

4.07. Worker's Compensation Leave

Employees are entitled to only those Worker's Compensation benefits specified under state law.

Employees shall be required to make an irrevocable decision, in writing, to supplement or not supplement their worker's compensation benefits with accrued sick leave, if available, and then accrued vacation, if available, until the employee's accrued leave (sick leave and/or vacation leave) has been exhausted. If the employee elects to supplement his/her worker's compensation

benefits, once the accrued sick leave and vacation have been exhausted, the employee shall only be entitled to receive the Worker's Compensation benefits specified by State law. If the employee elects not to supplement his/her worker's compensation benefits, he/she shall only be entitled to receive the Worker's Compensation benefits specified by State law.

An employee who is out on worker's compensation leave shall also be placed on leave under the Family and Medical Leave Act (FMLA) if he/she qualifies for FMLA leave. Leave under the FMLA cannot exceed 12 weeks. Worker's Compensation leave and leave under the FMLA shall run concurrently.

Payment of Worker's Compensation benefits only (i.e., not being supplemented with accrued sick or vacation hours) does not qualify as being in paid status, since Worker's Compensation benefits are not paid through the City's payroll system. Therefore, if the employee exhausts his/her accrued leave and, if eligible for FMLA leave, has exhausted his/her FMLA leave, the employee shall thereafter be considered to be on unpaid leave. Once the employee has been on unpaid leave for 30 calendar days, he/she will be required to reimburse the City for the cost of his/her medical insurance, dental insurance, and vision insurance premiums if the employee wishes to have coverage under those plans continued.

An employee who schedules a doctor's appointment required as a result of his/her worker's compensation claim shall only be paid temporary disability, as specified by the state Worker's Compensation regulations, for his/her regularly scheduled work day.

4.08. Parental Leave

Employees who demonstrate that they have primary responsibility for the care of a new child, shall be entitled to a leave of absence totaling four months immediately following the child's birth or adoption and upon expiration of the four months, shall be returned to the same line-item position occupied prior to the leave. Primary responsibility may be established by providing documentation that the employee's spouse is medically incapacitated or when the spouse is gainfully employed during the same hours that the employee is normally scheduled to work and no schedule change for the employee's spouse is possible. Paid vacation leave, and sick leave if applicable, as well as unpaid leave shall be counted toward the four-month total. Sick leave applies only if the employee's spouse is ill and unable to care for the child or the employee has primary responsibility for the care of the new child and the child is ill. Additional leave may be requested under Section 4.04 of this MOU. If leave beyond four months is approved, once the employee has been on unpaid status for 30 calendar days, he/she shall be required to reimburse the City for the cost of his/her medical insurance, dental insurance and vision insurance coverage if he/she wishes to continue coverage under those healthcare plans.

In the event of a conflict with state or federal law, the City will comply with the provisions of applicable state or federal law.

Maternity leave is not the same as parental leave and shall be administered in accordance with state and federal law. When an employee returns to work following maternity leave, said employee shall be reinstated to her former position.

4.09. Family Leave

Unless the employee is out on workers' compensation leave, the employee who qualifies for leave under the Family and Medical Leave Act (FMLA) shall be required to exhaust all of his/her accrued sick leave and accrued vacation before the employee will be placed on leave without pay for the remainder of the time period covered by the FMLA. During the period of time that the employee is on leave under the FMLA (not to exceed 12 weeks), the City shall continue to pay the premiums for the employee's current medical insurance, dental insurance, and vision insurance coverage.

Additional leave may be requested in accordance with Section 4.04 of this MOU. If additional leave without pay is granted, once the employee has been in unpaid status for 30 calendar days, he/she will be required to reimburse the City for the cost of his/her medical insurance, dental insurance, and vision insurance premiums if the employee wishes to have coverage under those plans continued.

ARTICLE V: WORKING CONDITIONS

5.01. Safety

The City shall provide a reasonably safe and healthy working environment in accordance with applicable state and federal laws and other applicable laws and regulations. SMART-TD agrees that where safety devices or items of protective equipment are required or furnished, their use shall be mandatory.

All Motor Coach Operators required by the Director of Transit Services to attend departmental safety meetings shall be compensated at the applicable rate of pay for actual time spent in attendance at the meeting.

5.02. Part-Time and As-Needed Motor Coach Operators

Notwithstanding any past practices or other provisions noted herein, the Director of Transit Services may hire part-time Motor Coach Operators as follows:

- A. The maximum number of part-time Motor Coach Operators shall not exceed 20% of the number of full-time budgeted Motor Coach Operators, rounded to the nearest unit. Effective as soon as practicable following Council approval of this Agreement, the maximum number of part-time Motor Coach Operators shall be increased to 22% of the number of full-time budgeted Motor Coach Operators, rounded to the nearest unit. At the end of this Agreement, the maximum number of part-time Motor Coach Operators will revert to 20%.

Part-time Motor Coach Operators may work any weekend assignment and regular weekday assignment that is open due to unscheduled or excused absences, with the exception of bid vacations, as long as the day-off call list has been exhausted.

- B. Part-time Motor Coach Operators shall be paid for all the time during which they are required to perform any duties. Part-time Motor Coach Operators are not eligible for time or pay guarantees or for penalty pay provisions.
- C. Part-time Motor Coach Operators are eligible for paid leave or other fringe benefits as provided in Section 1.16 of this MOU.
- D. A daily work sheet including the names and work assignments of part-time Motor Coach Operators will be maintained in the Dispatch office. Hours worked during the pay period by part-time employees shall be available in the Dispatch office and can be reviewed by SMART-TD representatives. A list of all part time Motor Coach Operators will be maintained in the office of the Director of Transit Services and will be available by appointment for review by any authorized officials of SMART-TD during regular business hours.

- E. Notwithstanding any provisions noted above, as-needed Motor Coach Operators may also be hired by the Director of Transit Services to work assignments that are unwanted by permanent part-time or full-time Motor Coach Operators. Before any as-needed Motor Coach Operators are offered assignments under this paragraph, said assignments will be offered to permanent part-time and full-time Motor Coach Operators with full-time Motor Coach Operators being given priority.

5.03. Assured Work Schedule

Regular Operators and Extra Operators who complete a daily assigned run shall receive eight hours' pay at straight time, even though the complete daily assignment does not include eight full hours of work.

Regular Operators and Extra Operators will be paid at the rate of time and one-half for working on any regular day off, and such operator who works on a day off will be guaranteed a minimum of five hours and 20 minutes at time and one-half.

Regular Operators who complete a regularly assigned split run shall receive eight hours' pay at straight time for the first ten hours of the regular assignment, even though such assignment does not include eight full hours of work, and time and one-half for all elapsed time in excess of such ten hours.

When on any day, other than a day off or a holiday, an Extra Operator is required to report for duty, the operator shall receive eight hours' pay at straight time, even though the assignment does not include eight full hours of work, and time and one-half for all elapsed time in excess of 11 hours. However, when an Extra Operator is assigned a regular run, such Extra Operator will be paid under the same conditions as a Regular Operator.

5.04. Modified Work Schedule

The Motor Coach Operator shall be placed on a modified work schedule, with management establishing the modified work schedule, including days off, for the following situations, with the Motor Coach Operator being paid for actual hours worked at the applicable hourly rate of pay:

- All scheduled required training
- Jury duty (covered by Section 4.06)
- Special assignments which are agreed to by the Motor Coach Operator

The Extra Board will be assigned to fill-in behind a Motor Coach Operator who has been placed on a modified work schedule.

When a Motor Coach Operator is scheduled for training that is less than 8 hours, every attempt will be made to return the operator to his/her regularly scheduled

run, time permitting. When returning the operator to his/her regularly scheduled run is not possible, the operator will be given a "shine" assignment. Every attempt will be made to schedule training during the operators' normal work hours. When this is not possible, operators will be given 72 hours' notice. Training on regular work days will not occur more than 2 hours prior to or 2 hours after the operator's shift.

5.05. Open Run Scheduling

- A. Open run bids will be conducted only in the following situations: (1) when a work run is open due to a permanent full-time Motor Coach Operator vacancy, as a result of resignation, retirement or termination of employment; and (2) when an employee has notified BBB management, in writing, that he/she will be absent from work for 60 days or more.

Motor Coach Operators who have been in a long-term absence (60 days or more) at the time of the bid, will not bid runs, as part of the regular shakeup (the "original operator"). If a Motor Coach Operator returns from the long-term absence during an ongoing shake-up, their work is assigned as follows: the Motor Coach Operator will first select their days off based on seniority at the time of the bid. Then, the Motor Coach Operator may select the following options: a) work a current open runs or b) work the extra board based on their seniority.

- B. Voluntary Call Back

The Department shall maintain a Voluntary Call Back (VCB) assignment list for open run work. A Motor Coach Operator may sign up to be on the VCB list at the time of the shake-up in order to be eligible to work on his/her day off. The VCB list shall be ranked by seniority.

5.06 Extra Board Assignments

Employees at the time of a shake-up/bid may select the position of extra board in seniority order. Extra Operators shall bid days off at the shake-up bid with the understanding that days off can change on a weekly basis. Eighty-five percent of the extra board assignment shall have consecutive days off (i.e., Saturday-Sunday, Sunday-Monday, etc.). By selecting the position of extra board, Extra Operators understand that they must work the extra board assignment five days a week.

5.07. Part-Time Motor Coach Operator Work

The City has the option of filling a full-time Motor Coach Operator assignment with a permanent part-time employee, based on seniority, if a full-time employee separates from the City creating a permanent vacancy, with the part-time employee filling that assignment until an open run bid or for no more than 30 days, whichever occurs first. The City would then have the option of filling the

permanent vacancy during the next open-run bid by moving a part-time employee into a full-time position.

5.08. Sign-On Time

- A. When a Motor Coach Operator is required by the department director to report to the dispatcher 13 minutes before pull-out time, said 13 minutes shall be allowed at the regular rate of pay for the purpose of checking the bus to see that it is ready for assignment.
- B. When a Motor Coach Operator is required by the department director to report to the dispatcher three minutes before leaving to make relief on a line, said three minutes shall be allowed at the regular rate of pay.

5.09. Accident/Incident Report Time

All Motor Coach Operators required by the department director, or his/her designee, to complete a report (i.e., for either an accident or incident), shall be paid \$14) for completing the required report. The report must be completed prior to leaving the Bus Yard, on the same day it is requested. If an operator's regular sign-off time for a particular run does not require the operator to return to the Bus Yard, the operator will be compensated for travel time at the applicable travel time rate for returning to the Bus Yard to complete the report, in addition to the \$14 for completing the report. The department director, or his/her designee, shall sign the initial report confirming that a report has been requested, provide the report to the operator for completion, and then sign the report upon its completion. A copy of the completed report will be provided to the operator. Should the City implement an electronic system for these reports, the City will meet and consult with SMART-TD.

5.10. Employee Parking

Employees shall be provided with a parking location and parking card or other identification placard to park in City workplaces. In order to encourage employees to commute using alternative means of transportation other than single occupancy vehicle (SOV) driving, a parking cashout incentive shall be offered. Each SMART-TD member shall have the option to commit to a non-SOV driving form of transportation as her/his principal mode of transportation in exchange for a monthly payment (cashout) in the amount of \$100. Employees will not be eligible for cashout if they drive alone (SOV) to work and park in an alternative location to their designated parking location. Monthly payment will be prorated based on hours worked that month.

In order to facilitate the need for parking cashout participants to drive to work and park occasionally, employees will be eligible to park at employee designated parking locations or drive to work alone up to five times per month (based on hours worked per month) without any effect on the employees monthly cashout. Any additional parking utilization or drive-alone trips will be deducted from the monthly

cash-out at the rate of \$10 per day with the deduction not to exceed \$100 per month. Beginning with

This provision does not apply to employees who travel to and from work in a City provided vehicle on a regular basis.

This program will be implemented effective January 1, 2018.

The employees covered by this Agreement recognize that the City must comply with regulations issued by the Air Quality Management District (AQMD) and the City's Transportation Demand Management (TDM) Plan Ordinance. If members of the bargaining unit's Average Vehicle Ridership (AVR) is not progressing towards meeting the AQMD or TDM ordinance targets and it becomes necessary to consider charging for parking during the term of this Agreement in order to comply with City, State or Federal requirements regarding transportation management, the City will meet and confer with SMART-TD, before any employee(s) would be subject to such a charge.

5.11. Employee Medical Exams

Employees are required to attend required medical exams for the Department of Motor Vehicles (DMV) in order to maintain the appropriate licenses. When an employee attends an appointment on City time, the employee will be compensated for the actual time that the employee spends at the office of the doctor plus an additional 30 minutes for the purpose of taking the City-required medical exam's results to the DMV. If the employee attends their appointment on their own time, they shall receive 30 minutes of compensation. The employee shall schedule their appointment and provide proof of the appointment date and time to their supervisor.

5.12. Serving in a Motor Coach Operator Supervisor Position

An employee assigned to a Motor Coach Operator Supervisor position on a temporary or acting basis shall be paid a flat \$3 per hour bonus when so assigned, in addition to the regular salary. Acting assignments shall be limited to 180 calendar days in accordance with the Municipal Code Section 2.04.180.

Employees assigned to a Motor Coach Operator Supervisor position on a temporary or acting basis, while working in that position, may not work overtime or days off as a Motor Coach Operator if any portion of that calendar week was worked in the capacity of a Motor Coach Operator Supervisor, as long as other full-time or permanent part-time employees are available and agree to work the assignment.

Employees assigned to serve as a Motor Coach Operator Supervisor on a temporary or acting basis may be called upon to issue "write-ups" and gather information regarding accidents or complaints.

5.13. Meal and Rest Breaks

The provisions of this Section have been negotiated in recognition of Industrial Welfare Commission Wage Order (“Wage Order”) No. 9 and the accompanying “Statement as to Basis” concerning meal and rest periods.

This Section is intended to be in lieu of any standards regulating meal or rest breaks, as an exception provided for under the Wage Order and the Statement as to Basis.

It is the desire of both parties to maintain the current system of coach run and tripper combination schedules and of work run and extra assignments.

For straight runs, split runs, tripper combinations, and extras, the parties agree that the scheduled recovery time in the run and the penalty pay provisions provided by this MOU shall be considered cumulatively as being the Motor Coach Operator’s meal and rest periods.

Both parties shall be subject to final and binding arbitration of disputes concerning the application of this Section regarding meal and rest periods, as required by Wage Order No. 9.

If any portion of this Section is determined to be invalid or illegal by the State of California, or any agency thereof, the parties to this MOU shall immediately commence to negotiate a replacement section under Section 1.10 of this MOU.

If any additional cost is imposed on the City because of the interpretation or application of this Section, the parties agree to reopen this Section only to meet and confer, with all other MOU provisions remaining closed.

Both parties agree to consider adjustments to the system run cut to allow for meal and rest periods where necessary. In order to ensure that the requirement of meal and rest periods for Motor Coach Operators is met, the parties agree to the following review process:

An employee working in a classification covered by this MOU may report to management the need to study a specific individual trip on a work run that the employee believes has inadequate recovery time on a consistent basis (one-time or occasional problems will not be considered). Such requests must be submitted in writing using the “Schedule Adherence” form. The form must be completed to show the repetitive nature of the problem including the specific trip, day, and time of the recurring problem. If there is a specific portion of the route that contributes significantly to the delay or where the employee believes the running time is insufficient, that information should also be provided.

Management will review requests using any of the following methods: Automatic passenger counts (APC), AVL/GPS data, supervisor spot checks, ride-alongs, or any other method deemed necessary.

If the final result of the analysis shows that a change needs to be made to the schedule, management will inform the employee of the changes. Changes will be implemented in a reasonable time frame. Should the final analysis show that changes are not necessary, the justification for the “no change” decision will be communicated to the employee.

Both parties agree that the reduction or loss of recovery time due to circumstances beyond the control of management, for example, traffic accidents, incidents, road work/construction, start of the school semester, detours, special events, railroad crossing delays, delays due to inclement weather, driver behavior, etc. will not be considered as valid complaints for schedule changes or penalties.

5.14. Notices

The SMART-TD General Chair or SMART-TD’s representative shall be given all records regarding the assignment of work, change of assignment, or re-scheduling of work upon request. These requests shall be handled during normal business hours.

5.15. CHP Logs

Employees who work 12 or more hours in a day are required to complete a CHP log. Employees who bid 12 hours or more will receive notification at the time of bid that a log is required. CHP logs are to be submitted daily at the end of the employee’s shift, but in no case shall be submitted more than 24 hours later. If an employee is required to submit a CHP log and it is submitted on time, he/she shall receive \$4. If the City notifies the employee that he/she must submit a CHP log and the employee submits it within 24 hours of the time of notification, he/she will receive the \$4.00. Failure to comply with CHP log requirements may lead to disciplinary action.

ARTICLE VI: EMPLOYER/EMPLOYEE RELATIONS

6.01. Payroll Deductions

It is mutually understood and agreed that the City will, subject to the provisions of Ordinance No. 801 (CCS), and during the term of this MOU, deduct bi-weekly, and remit to the office or officer designated in the employee payroll deduction authorization: SMART-TD dues, credit union investments or payments, health and hospitalization insurance premiums, and life and accident insurance premiums. Any such payroll deductions are subject to termination by the City Manager upon 24 hours' notice for failure to comply with the provisions of this MOU.

6.02. Reasonable Notice

It is mutually understood and agreed that a copy of the City Council agenda and Personnel Board agenda for each meeting mailed to the authorized SMART-TD representative shall constitute reasonable written notice, and notice of an opportunity to meet with such bodies, on all matters within the scope of representation upon which the City Council or Personnel Board may act.

6.03. Union Security

A. Maintenance of Membership

Employee payroll deduction authorizations for SMART-TD dues shall be voluntary on the part of the employee. Membership in the union is voluntary and shall be governed by the terms of the agreement between the union and the individual members.

B. SMART-TD agrees to and shall indemnify and hold harmless the City of Santa Monica, its Council, boards, commissions, officers, agents, servants and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including reasonable attorneys' fees, regardless of the merit or outcome of any such claim or suit, arising from or in any manner connected with the operation of this Section.

6.04. Grievance and Complaint Policy

A grievance is a complaint by one or more employees concerning the application or interpretation of the MOU, ordinances, resolution, policies, practices or procedures affecting the employee's wages, hours or working conditions; provided, however, that grievances regarding disciplinary actions must be lodged by the employee being disciplined and that appeals arising from suspensions, demotions and removals are subject to the procedures outlined in the Santa Monica Municipal Code, and that complaints regarding Performance Evaluations are subject to the procedures set forth in Section 6.06 of this Agreement.

The City agrees that employees shall be afforded all due process rights provided under applicable law.

SMART-TD agrees that the rights of probationary employees are limited to those provided under the Santa Monica Municipal Code and City Charter.

- Step 1. The aggrieved employee(s) shall meet with the immediate supervisor regarding the grievance, which must be stated in writing, specifically citing the MOU provision, ordinance, resolution, rule, policy, practice or procedure that is the subject of the grievance and the circumstances giving rise to the grievance, within 30 calendar days of the event giving rise to the grievance.
- Step 2. If the grievance is not resolved by the end of the employee's fifth regularly scheduled work day following the day on which presentation of the grievance to the immediate supervisor occurred, the employee may, within seven regularly scheduled work days thereafter, appeal to the second level supervisor, if any.
- Step 3. If the grievance is not resolved by the end of the employee's seventh regularly scheduled work day following presentation of the grievance to the second level supervisor, if any, the employee may, within seven regularly scheduled work days, appeal to the department director. The department director shall meet with the employee and the employee's representative, if any, to attempt to resolve the grievance.
- Step 4. If the grievance is not resolved by the end of the employee's twelfth regularly scheduled work day following presentation of the grievance to the department director, the employee may, within seven calendar days, appeal to the Human Resources Director, who will investigate the grievance and make recommendations to the City Manager, whose decision shall be final. The decision of the City Manager shall be issued no later than the end of the forty-fifth day following presentation of the grievance to the Human Resources Director.

It is mutually understood and agreed that:

- A. All time periods in this section may be extended by mutual consent of the employee and the management representative involved.
- B. A grievance shall be considered untimely if not presented by the employee or SMART-TD within 30 days of the incident giving rise to the grievance or within 30 days of its effect upon the employee in those instances where it is shown that the employee could not reasonably have known of the grievable action.

- C. Employees have the right to be represented in grievance matters in the following manner:

Employees have the right to represent themselves individually in grievance matters.

Employees may designate a member of the Department or of SMART-TD to represent them in grievance matters at Step One and Step 2 of the grievance process.

Employees may designate a member of the Department, a SMART-TD representative, or a legal representative to represent them in Step 3 and Step 4 of the procedure.

For the purposes of this Section, “days” means regularly scheduled work days of the employees.

Reasonable time off without loss of pay or benefits shall be given to a grievant or SMART-TD grievance representative to present grievances and to participate in meetings or hearings with management held during management’s working hours.

- D. An employee who has initiated a grievance, or assisted another employee in initiating or processing a grievance, shall not in any way be coerced, intimidated, disciplined or otherwise retaliated against.
- E. Written reprimands are grievable only to the level of the department director.

6.05. Drug and Alcohol Policy

There shall be a drug and alcohol policy in place to comply with federal requirements. The parties have agreed that this policy shall be in conformity with federal regulations. If there are any changes in federal regulations render any provisions of this policy invalid, then the parties will meet and commence negotiations to replace such invalid provisions. If the City wishes to make changes to the policy, the City will meet and confer with SMART-TD before implementing any changes.

6.06. Performance Evaluation Appeal Procedure

Since probationary employees are “at will” until successfully completing their probationary period, only permanent (non-probationary) employees may appeal their performance evaluation. However, a probationary employee may attach a response to his/her performance evaluation, with the response to be filed in his/her personnel file.

A. General Provisions:

- (1) An appeal of a performance evaluation shall only be considered if it is filed within ten calendar days following receipt of the performance evaluation by the employee.
- (2) All time periods regarding the appeal of a performance evaluation may be extended only by mutual written agreement of the employee or his/her representative and the management representative involved.
- (3) If a management representative does not meet with the employee or render a decision within the time limits specified, the employee may immediately exercise the next step in the performance evaluation appeal process.
- (4) An employee can elect to file a response to his/her performance evaluation: a) in lieu of appealing the performance evaluation; b) at any time during the appeal procedure if he/she decides to not take the appeal to the next level listed in the appeal procedure; or c) he/she is not satisfied with the City Manager's written decision. The response will be attached to the performance evaluation and filed in the employee's personnel file.

B. Only performance evaluations with an overall rating of NOT ACCEPTABLE or BELOW SATISFACTORY may be appealed and shall be processed in the following manner:

(1) Informal Discussion

If an employee believes that his/her performance evaluation does not correspond to the facts, the employee is encouraged to meet with his/her supervisor who completed the evaluation.

(2) First Step

The employee must submit his/her appeal to the department director within ten calendar days following the employee's receipt of his/her performance evaluation, and the appeal to the department director must be submitted in writing, with the employee specifically stating the reasons why he/she believes the performance evaluation needs to be revised.

(3) Second Step

The department director, or his/her designee, shall meet with the employee within seven calendar days from the date on which the department director' office receives the appeal from the employee.

Within seven calendar days following such meeting, the department director, or his/her designee, shall give a written decision to the employee.

(4) Third Step

If the employee is not satisfied with the decision of the department director, within seven calendar days following receipt of the department director's decision, he/she may submit the performance evaluation appeal to the Director of Human Resources. The Director of Human Resources, or his/her designee, shall meet with the employee within seven calendar days following receipt of the performance evaluation appeal. The Human Resources Director, or his/her designee, shall make such investigation as required and make recommendations to the City Manager no more than seven calendar days following the meeting with the employee. Within seven calendar days following receipt of the Human Resources Director's recommendation, the City Manager shall render a written decision, which shall be final.

C. Representation

- (1) An employee has the right to represent him/herself individually or to be represented by SMART-TD if the employee elects to appeal his/her performance evaluation.

6.07 Re-openers

During the term of this agreement, upon request from either the City or the SMART-TD, to the extent required by law, the parties shall meet and confer in good faith regarding implementation of the City's new Payroll/HR program with consideration of possible adjustments to language or processes as they relate to payroll and human resources practices.

6.08 Joint Labor Management Committee

During the term of this agreement, the City and SMART-TD agree to form a Joint Labor Management Committee to discuss and resolve ongoing labor and employee relations issues.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 23 day of Oct., 2018.

ATTEST:


Denise Anderson-Warren
City Clerk

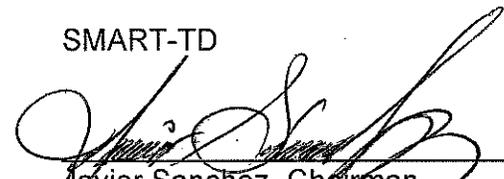
CITY OF SANTA MONICA
a municipal corporation


Rick Cole
City Manager

APPROVED AS TO FORM:


Lane Dilg
City Attorney

SMART-TD


Javier Sanchez, Chairman
Committee of Adjustment

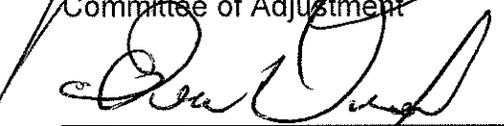

Eric Dixon, Vice Chairman
Committee of Adjustment

EXHIBIT A

Electronic Communications Device Policy

Since January 1, 2009, the California Department of Motor Vehicles Commercial Handbook states that commercial drivers may not use a wireless communications device to write, send, or read text-based communications while driving a motor vehicle. Vehicle Code Section 23125 prohibits driving a transit vehicle while using a wireless (cell) phone.

Effective July 1, 2011, the Big Blue Bus Department's Cell Phone Policy will be replaced by an updated, comprehensive policy known as the Electronic Communications Device Policy.

A Motor Coach Operator is in violation of the Electronic Communications Device Policy, if observed using a cell phone, either hands-on or hands-free, or any other device in the ear, such as an earpiece used for communication, headphones, speakers or any other powered (electrical, solar, battery, etc.) device while driving a City vehicle.¹ Reading, writing or dictating of text messages while operating a City vehicle is prohibited. No powered or listening device may be placed around the neck area or any part of the uniform above the waist. This includes eyeglasses or sunglasses with attached or built-in devices, cell phones or radios that allow two-way communication and/or Bluetooth or other wireless technology. The use of earplugs or other non-electronic devices that diminish a Motor Coach Operator's ability to hear also constitutes a violation of the Electronic Communications Device Policy.

Whether the violation is for text messaging (observed sending/reading and verified) and/or cell phone usage, which includes wearing an earpiece either turned on or off at time of observation and verified), the following penalties under this policy are as follows:

1st Offense: 25 days' suspension.

2nd Offense within a rolling 18-month period: Termination of employment.

Should a Motor Coach Operator need to call dispatch via cell phone due to radio failure or some emergency that prevents usage of the bus radio, the Motor Coach Operator must first pull over at a safe location.

¹ City Vehicle – Any City-owned bus, motor coach, car or truck used by the employee for City business.

EXHIBIT B

Union Representation Policy

Purpose

This policy is established to provide clear guidance and understanding for situations involving employee representation by organized bargaining unit representatives of SMART-TD (the “bargaining unit”).

This policy also establishes parameters under which the City will compensate bargaining unit representatives for time spent in meetings with the Big Blue Bus Department or City Management (the “City”) and represented employees.

Policy

It is the policy of the Big Blue Bus Department of the City of Santa Monica to ensure that time off, scheduling, and compensation in matters relating to the conduct of union business are done so in accordance with the provisions of the current memorandum of understanding and state law.

The City recognizes that employees may request bargaining unit representation in any meeting with the City, which may lead to, or which the employee reasonably believes may lead to, disciplinary action. In addition, employees may request bargaining unit representation in grievances as described in the Memorandum of Understanding. This does not include informal meetings to discuss employee performance or to conduct initial inquiry into customer complaints where it is either unlikely or unknown if disciplinary action may be taken against an employee. Such meetings may not necessitate nor require bargaining unit representation or attendance. When it is determined during a meeting that the subject or nature of the meeting may lead to disciplinary action being proposed against an employee, the meeting will be postponed until such time that a bargaining unit representative may be present if the employee so chooses.

In addition, it is recognized that bargaining unit officers may meet with the City on grievances initiated by the bargaining unit or if the meeting is requested and set by City management. Employee representatives will be released from their work assignments when meetings are scheduled and held during their regular work shift.

Time Off for SMART-TD Business

Employees who are SMART-TD representatives shall be allowed up to a total of 60 hours of release time each fiscal year to attend the monthly meeting of the Coalition and the quarterly meeting of the Employee Benefit Trust. These hours per annum represent the aggregate maximum use for all authorized representatives of SMART-TD. Time off shall be measured from the time the SMART-TD employee reaches the dispatch office after being relieved from a run until the time that he/she reports back to the dispatch office to continue his/her run. Prior to such usage, SMART-TD the employee must

receive written permission from the department director, or his/her designee, on a form provided by the Human Resources Department.

An employee who is an authorized SMART-TD representative shall provide his/her supervisor with at least 48 hours' advance notice when it is necessary for the SMART-TD employee to attend a meeting as outlined above. Time off to attend such business shall not be unreasonably denied. Denials of time off shall be in writing and shall state the reason(s) for the denial. The SMART-TD employee has the right to challenge the denial of time off for attendance at such meeting, in writing, to the Director of Human Resources. The Director of Human Resources will make the final determination. Overall representation issues shall be addressed by the City and SMART-TD as part of an upcoming representation policy.

If an employee who is a SMART-TD representative is relieved from his/her regularly scheduled work assignment to handle required bargaining unit duties and is unable to complete all of his/her scheduled work assignment(s), he/she shall receive his/her guaranteed time for the day. However, if the employee requests to go home for the remainder of the day and does not finish his/her regularly scheduled work assignment(s), then the employee will only receive pay for hours actually worked and those hours that he/she is required to handle bargaining unit duties.

Scheduling of Meetings:

Generally, meetings between employees and supervisors or Department or City management will be scheduled around the employees' work schedule, i.e. before, during, or after their work shift, or during a split in the work shift.

Skelly Meetings: Upon notice to the Department by the affected employee, or his/her representative, of a request to meet with Department management for the purpose of responding to a proposed disciplinary action (commonly referred to as a "Skelly meeting"), the Department will contact the employee to schedule the Skelly meeting, taking into consideration the employee's work schedule. The employee is responsible for notifying the SMART-TD Chairperson should they desire to have a bargaining unit representative present. The Department will make an effort to schedule the Skelly meeting considering the work schedule of the Chairperson. However, should the Chairperson not be available, the employee may designate another representative to attend the meeting to avoid an unreasonable delay in conducting the meeting. Additionally, there may be occasions when, due to the employee's work schedule, the number of meetings scheduled, scheduled vacations or work-related obligations by management it may not be possible to schedule a meeting around the availability of the Chairperson.

Meetings other than Skelly meetings (e.g., investigations): Other situations may arise where supervisors or Department management may need to meet with an employee to discuss a matter that may warrant a bargaining unit representative to be present, if the employee so chooses. Department management will first make an attempt to notify the Chairperson of the need to meet with the employee and a representative and the

timeframe in which the meeting is to be scheduled. If the Chairperson is not available to attend the meeting, the Chairperson may designate an alternate representative or the employee may request an alternate representative. Should a member of SMART-TD's Committee of Adjustment ("Committee"), other than the Chairperson, request to meet with a supervisor or Department or City management representing an employee, the Committee member shall be responsible for providing notification to the Chairperson.

When scheduling meetings during an employee's work shift, the employee and the bargaining unit representative will be relieved from their work assignments no more than 30 minutes prior to the meeting and will be required to return to their assignments no later than 30 minutes after the conclusion of the meeting. Employees and bargaining unit representatives will be responsible for returning to duty pursuant to the procedures and practices outlined in the attendance and miss-out policies.

Procedures

Process for requesting meetings with the Department:

The bargaining unit representative must follow the Department's procedures for requesting time off, if meetings with the City conflict with the bargaining unit representative's work schedule. When requesting a meeting with the Department, the representative shall ask for time off using a GM or other appropriate form, describing the purpose of the meeting, time and location of the meeting, Department representative that the meeting is with, and the estimated time that the meeting will last. Generally, the request for time off must be submitted at least 48 hours prior to the meeting date and time. The Department upon receipt of this request shall advise the representative of whether the request is approved within 24 hours of submission. This authorization shall include the time off, time returning, and other relevant relief or scheduling information.

Compensation

When meetings regarding employee representation matters are held during the bargaining unit representative's scheduled work hours, release time will be provided for the representative. If such, meetings, as described above, are held during the bargaining unit representatives work hours, the representative shall be compensated for the time spent at the meeting.

Meetings held at times outside of the representative's regular work shift or outside of his/her scheduled split work shift are not compensable. SMART-TD representatives' attendance at meetings of the Coalition and the Employee Benefit Trust shall be governed by the applicable language discussed above.

EXHIBIT C

Policy for Employee Attendance

Purpose:

The purpose of this policy is to provide guidelines for employees of the Big Blue Bus regarding attendance, to assist the Big Blue Bus in maintaining the goal of exceptional customer service, and to encourage good work habits. This policy will be linked to the evaluation process and will assist with eliminating overtime due to excessive tardiness and absences of employees and to reach the overall goal of exceptional customer service by improving work attendance.

The attendance policy is based upon the following factors:

- Employees are expected to attend work as scheduled
- If an employee has excessive absences, it adversely affects the Big Blue Bus customers.
- In the case of excessive absenteeism, the City will take disciplinary action, up to and including termination from employment.

The attendance policy is not aimed at employees with uncounted absences as defined below. The attendance policy is intended to minimize “excessive” absenteeism by notifying employees of their counted absences when they reach certain levels of absenteeism and taking appropriate disciplinary action when necessary.

Definitions:

Uncounted Absences

The following absences will not be counted against the employee:

- Vacation
- Holidays
- Bereavement
- Jury duty
- Military duty
- Authorized union business
- Pre-approved doctor’s appointment
- Pregnancy-related disability
- Verified industrial injury
- Verified court appearance under subpoena
- Pre-approved leave of absence
- Verified hospital stays
- Family or sick leave as prescribed by applicable state and federal law

- Activities protected by applicable state and federal law

Counted Absences

All other absences are “counted” absences, such as illness or injury, doctor’s appointments (other than pre-approved).

Pre-Approved Doctor’s Appointments

A pre-approved doctor’s appointment is one where the employee submits written verification to his/her immediate supervisor that he/she is required to have medical appointment(s) for medical treatment. The verification must (1) be presented before 11:00am on the day before the appointment(s) begins, and (2) if possible, specify how many additional appointments are anticipated.

Verified Hospital Stays

Any use of sick leave that involves hospitalization shall not be considered a sick leave incident for the purposes of computing sick leave incidents per rolling 12-month period, provided that proof of hospitalization is furnished to the department director upon the employee’s return to work. A hospitalization is defined as being admitted as an inpatient to a medical facility or hospital.

Discipline Parameters

Progressive discipline shall be given to employees after a certain number of incidents, outlined below. Doctor’s notes are required after five consecutive days off. (As per the Municipal Code a doctor’s note is required after five calendar days in a year.

Incidents

An incident is defined as an absence for a period of one or more consecutive days or a portion of a day greater than one hour.

Incident Discipline

3rd incident in a rolling 12-month period will result in a verbal warning.

5th incident in a rolling 12-month period will result in a written reprimand.

7th incident in a rolling 12-month period will result in a one-day suspension.

8th incident in a rolling 12-month period will result in a five-day suspension.

9th incident in a rolling 12- month period will result in a ten-day suspension.

11th incident in a rolling 12-month period will result in termination.

7th incident and beyond the Director of Transit Services has the option to reduce the disciplinary action based on circumstances and information available, on a non-precedent setting basis.

More severe disciplinary action may be warranted or proposed based on other disciplinary action taken during the year or based on other factors of performance such as attendance, accidents, or other matters.

The progressive disciplinary procedures described herein are intended as guidelines and will be imposed on case-by-case basis, giving consideration to all relevant factors. No employee will be discharged for excessive absenteeism without just cause. Factors to be considered in determining just cause include but are not limited to:

- length of service
- past attendance record
- length, type and pattern of absences
- whether employee was removed from service by doctor (company or personal)

The progressive discipline provided in this policy is not intended as approval to be absent from work within the limits set forth above.

EXHIBIT D
Employee Policy for Miss-Outs

Purpose:

The purpose of this policy is to provide guidelines for the employees of the Big Blue Bus in regards to miss-outs and to assist in maintaining the Big Blue Bus' goal of exceptional customer service. This policy will be linked to the evaluation process in order to encourage good work habits.

Definitions:

Miss out:

If you fail to report for duty within the prescribed time set forth as sign on time for your working assignment you shall have missed out:

- a) If you fail to report to the Dispatch office, in person, ready for work, at the established sign on time.
- b) If you fail to notify the Dispatch Office at least 60 minutes prior to your reporting time that you will not be reporting for duty due to illness.
- c) If involving a relief assignment, you fail to make relief at the proper time, despite the time of sign on.
- d) Operators who miss-out are expected to report for work on their next scheduled workday.

An Operator who notifies the Dispatch Office less than 60 minute prior to their established sign-on time or who reports to the Dispatch Office, in person, ready for work after his/her scheduled sign on time shall be subject to an alternate assignment.

Discipline Parameters:

While it is the Big Blue Bus's intent to correct behavior as soon as possible, progressive discipline shall be given to employees after a certain number of Miss-outs as outlined below:

- 3 Miss-outs in a rolling 12-month period will result in a verbal warning.
- 5 Miss-outs in a rolling 12-month period will result in a written reprimand
- 7 Miss-outs in a rolling 12-month period will result in one-day suspension
- 9 Miss-outs in a rolling 12-month period will result in five-day suspension and final warning
- 11 Miss-outs in a rolling 12-month period will result in termination.

*Please note that the above are guidelines. More severe disciplinary action may be warranted or proposed based on other disciplinary action taken during the year or based on other factors of performance such as attendance, accidents, or other matters.

Additional Information:

Any operator who receives a miss-out automatically loses their eight-hour guarantee. Operator will only be compensated for actual hours worked.

Unusual special circumstances for an Operator's Miss-out may be considered by department management if supported by appropriate documentation.