



Tahoe Transportation  
DISTRICT

**ADDENDUM #1**  
**to**  
**REQUEST FOR PROPOSALS**

For

**ROUTE DESIGN, BID DEVELOPMENT,  
AND RUN-CUTTING SOFTWARE**

**August 2, 2023**

Tahoe Transportation District  
P.O. Box 499  
Zephyr Cove, NV 89448

# Collective Bargaining Agreement

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TAHOE TRANSPORTATION DISTRICT**

**And**



**TEAMSTERS LOCAL UNION No. 533**

**JULY 1, 2020 THROUGH JUNE 30, 2024**

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## **ARTICLE 1 - TERM OF THE COLLECTIVE BARGAINING AGREEMENT**

This Collective Bargaining Agreement (“Agreement”) is entered into, and effective on July 1, 2020, by and between the Tahoe Transportation District (hereinafter referred to as the “District”) and Teamsters, Chauffeurs, Warehousemen and Helpers, and Professional, Clerical, Public and Miscellaneous Employees Local Union No. 533, of Donner and the Tahoe Basin, Reno and Northern Nevada, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the “Union”). Its purpose is the promotion of harmonious relations between the District and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 2 – RECOGNITION**

### **Section 2.1 - Bargaining Representative.**

The District recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit.

### **Section 2.2 - Covered Employees.**

The bargaining unit only includes the following employees of the District: drivers (Operators), dispatchers/reservationists, utility workers (Facility Technicians), fuelers, parts clerks and mechanics/maintenance (Maintenance Technicians).

## **ARTICLE 3 – PARTICIPATION**

### **Section 3.1 - Purpose.**

It is the purpose of this article to provide that all employees covered by this Agreement share equally the Union’s costs incurred to negotiate, administer and enforce the terms of this Agreement.

### **Section 3.2 - Membership.**

An employee assigned to a covered classification who is employed by the District on the effective date of this Agreement, as a condition of employment, will become and remain a member in good standing of the Union, not later than the 31st day following the employee’s completion of training.

### **Section 3.3 - Check-off.**

The District will give a Union membership application to each of the classification listed in Section 2.2 – Covered Employees during initial training, and will forward complete applications to the Union.

### **Section 3.4**

It is further agreed that the District shall deduct the initiation fees and dues from the pay of each employee, and shall forward all such fees and dues so deducted to the office of the Union each month. Such initiation fees and dues shall be deducted upon the basis of a dues deduction from voluntarily executed by the employee.

### **Section 3.5**

Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings, or insufficient earnings during the week, or is on leave of absence, the employee must make arrangements with the Union to pay such dues before the end of the month.

### **Section 3.6**

In the event an employee, fails to apply for or maintain their membership in the Union, after notice of their obligation to do so and opportunity to correct any failure to apply or failure to maintain membership, the Union may give the District notice of this fact and the employment of such employee may be terminated by the District.

### **Section 3.7**

The Union shall indemnify the District and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind, which may arise out of or by reason of actions taken by the District for the purpose of complying with this Article.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

### **Section 4.1 - District Rights.**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the District, in accordance with its sole and exclusive judgment and discretion, including, but not limited to these rights:

- (a) To reprimand, suspend, terminate, or otherwise discipline employees for just cause and to determine the number of employees to be employed.
- (b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work.
- (c) To set the reasonable safe standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.

- (d) To close down, or relocate the District's operations or any part thereof; to expand, reduce, alter, sub-contract, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the District or the client. The District agrees that any sub-contracting will not be used as a purposeful policy to permanently direct bargaining unit work to non-union providers.
- (e) To determine the price at which the District contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of the District.
- (f) To introduce new or improved software, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency.
- (g) To hire, promote, assign, transfer, demote, discipline and terminate for just cause.
- (h) To issue, amend and revise policies, rules, regulations, and practices including standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the District and to direct the District's employees; to conduct investigations and carry out directions based on the results of such.

#### **Section 4.2 - Technology Rights.**

The District may employ new technology, including audio/video systems, GPS, mobile data terminals/computers and other present or future technologies for the transit industry, in order to help ensure the safety of the Operator and passengers, to improve operation of the transit system, and ensure compliance with all federal, state and local driving rules and regulations by both the Operator and the motoring or pedestrian public. The District and the Union agree that any recording resulting from said technology may be used as evidence in the investigation of any incident involving the District facility, another employee, or an employee while operating a District vehicle. In the event any data or recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view and/or receive the evidence as soon as practicable after the action is taken. Any use of technology for disciplinary purposes, as described in this Section, shall be in accordance with the terms of this Agreement and is subject to the grievance procedure contained herein. The District shall meet with the Union before implementation of new technology on an advise and confer basis, in order to explain and clarify the use and effects of said technology. The Union maintains all rights to the grievance procedure contained in this Agreement in the case of disagreement concerning any implementation of new technology as stated in this Section.

### **Section 4.3 – Changes Required by Law or Regulation.**

The District will have the sole right to change any policies, rules and regulations governing employees without renegotiation of this Agreement should such changes in policies, rules and regulations be required in order to comply with any governmental law or regulation. The District will discuss and obtain input from the Union on any other new policies, rules and regulations without renegotiation of this Agreement prior to implementation. However, the District shall have the sole right to make any and all final decisions regarding the implementation of said policies, rules and regulations.

### **Section 4.4.**

The District's failure to exercise any right, prerogative, or function hereby reserved to it, or the District's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the District's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 5 - REPRESENTATIVES' RIGHTS**

### **Section 5.1 - Recognition of Shop Stewards.**

From among the employees employed in the bargaining unit, the Union may designate and the District will recognize not more than three (3) Shop Stewards and three (3) alternates per one hundred (100) bargaining unit employees to serve as the Union's agent in the representation of employees in the bargaining unit. The District will not be required to recognize any employee as a Shop Steward unless the Union has informed the District, in writing, of the employee's name.

### **Section 5.2 - Leaves of Absence.**

The District agrees that members of the Union will be granted unpaid leaves of absence on Union business as authorized by the Union, when so requested, provided that the granting of such leave does not impact District's ability to operate the transit system. The Union agrees not to request that more than one such leave of absence will be requested for any specific period of time. It is further agreed that any member of this Union who now holds office, or will be appointed or elected to any office in said Union, which requires their absence from the District's employ, will be placed in their former position with full seniority rights, rates of pay, vacation, and any other benefits for which he or she would be due, for up to three (3) years after the beginning of their leave of absence. Union business is further defined to mean employment directly and solely by the Union, or the International Union of which it is a division.

During periods of any such leave, the employee shall not receive or accrue any pay, fringe benefits or other compensation to which the employee would have been entitled to under this Agreement had the employee not taken such leave of absence. Upon returning to the employer, wages will commence at the same rate as when the position was vacated.



### **Section 5.3 - Duties of Shop Stewards.**

Shop Stewards are authorized to represent bargaining unit members at meetings, including processing and settling grievances. Shop Stewards will be paid for investigatory and disciplinary meetings that occur on their shift and/or outside of the course of their normal working hours. Shop Stewards have no authority to take any action that may interrupt the District's business, except as authorized by the official action of the Union.

### **Section 5.4 - New Member Orientation.**

The District will make available to the designated Union representative(s) an opportunity to introduce themselves, explain the responsibilities of the stewards, and provide a brief history and overview of Local 533 to newly hired employees for a maximum of thirty (30) minutes.

The new member orientation will occur during the initial training period for new employees. The actual time and place for such orientation will be mutually agreed upon by the District and the Union pursuant to the needs of the business.-

### **Section 5.5 - Union Visitation.**

The Union will be allowed access to District premises for the purpose of investigating or adjusting an actual grievance, or visiting the members in order to ensure the terms of this Agreement are being upheld. The Union agent will confine any conversations with employees to non-work time and their activities will not in any manner interfere with the performance of work by the employee. Union agents will make every effort to make known their presence on the premises to management.

## **ARTICLE 6 - BULLETIN BOARDS**

### **Section 6.1 - Union Business.**

The District agrees to provide space for a bulletin board for employees covered by this Agreement. The Union-supplied bulletin board shall have a glass lockable cover and is for the Unions exclusive use where notices pertaining to meetings, social events and information of general interest to Union members may be posted. All postings must be printed on official Union letterhead and signed by an officer of the Local. The District shall also allow any official postings as mandated and prescribed by any government agency. Postings shall not be defamatory toward any person or The District. Keys to the Union bulletin board shall be kept by the authorized Union representatives.

### **Section 6.2 - Indemnification.**

The Union indemnifies and will hold the District harmless against any and all claims, suits, demands, charges, complaints or other causes of action for items that are posted on the bulletin boards.

## **ARTICLE 7 - AFFIRMATIVE ACTION**

### **Section 7.1 - Equal Opportunity.**

The District and the Union recognize a common commitment to the equality of opportunity for all. Therefore, the District and the Union agree that neither will discriminate against any employee with respect to hiring, compensation or terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, or any other status protected by law.

## **ARTICLE 8 - NO STRIKE, NO LOCKOUT**

### **Section 8.1 - Disputes.**

It is recognized and understood that the District and its workers are obligated to perform essential public service, and that this service must be continuously performed to the fullest extent. The grievance and arbitration procedure shall be the sole and exclusive means for settling any dispute arising under this Agreement between the workers of the Union and the District during the term of this Agreement.

### **Section 8.2 - No Strikes.**

The Union agrees during the term of this Agreement that it will not engage in, encourage or condone any strike, slow-down, boycott, interference or interruption of production or service - especially in cases where such services include medical emergencies or delivery of patients to health care providers. The Union shall take all affirmative action to prevent or stop any such strikes, slow-downs, walkouts, or other interference with work. An individual employee retains their individual right to honor any lawful picket line not otherwise prohibited by this Agreement. No employee shall be discharged nor disciplined for their refusal to cross a primary picket line authorized and sanctioned by the International Brotherhood of Teamsters and/or Teamsters Joint Council 7.

**Section 8.3 - Lockouts.** During the term of this Agreement, or any extension thereof there will be no lockouts by the District.

## **ARTICLE 9 SAFETY**

### **Section 9.1 - Safety General.**

The District and the Union recognize the importance of adequate provisions for the protection of the health and safety of employees and the public, and will mutually make every reasonable effort to improve hazardous working conditions as they become apparent. The Union agrees that it will encourage its members to cooperate with the District in reporting conditions that might be unsafe, and to do all in their power to make the District's property and equipment safe, sanitary and dependable. Operators of buses shall be required at all times during the course of the day to keep the interior of their buses free of trash and potential hazards.

### **Section 9.2 - Safety Committee**

The Union acknowledges that the District has a safety committee, and if an issue arises at any time, the parties agree to discuss such issues, mutually come to an agreement, and adopt additional procedures.

### **Section 9.3 - Equipment Safety**

Employees shall immediately, or at the end of their shift, report all equipment defects on their Daily Vehicle Inspection (DVI). The District shall not require any employee to take out vehicles that are unsafe, and no operator shall be instructed to drive a vehicle in violation of State or Federal law nor shall any driver be required to operate a vehicle without the proper number of wheelchair securements available. The Maintenance Department will make the final determination as to whether the equipment is in safe operating condition.

### **Section 9.4– Motor Vehicle Records (MVR)**

The District will obtain a copy of each employee’s MVR who will operate, a revenue and/or non-revenue vehicle as part of the new hire process. Employees must report to their supervisor a citation received in either a District or personal vehicle prior to their next scheduled shift. Failure to report a citation could result in discipline up to and including immediate termination.

### **Section 9.5 – Use of Personal Cell Phones and other Electronic Devices.**

The use of cell phones for personal calls during working hours is discouraged and should be limited to break or meal periods. Any use of a personal cell phone, or any non-District issued electronic device, whether handsfree or not, during the operation of a District vehicle is prohibited.

## **ARTICLE 10 – DISCIPLINE**

### **Section 10.1- Work Rules.**

The District will issue all employees a current TTD Employee Handbook, which shall contain various rules, regulations and policies. Prior to the implementation of any new or revised rule, regulation or policy in the TTD Employee Handbook, the District will issue an addendum to the TTD Employee Handbook, with a copy given to each employee and the Union, at least fifteen (15) business days prior to the implementation of said rule, regulation or addendum or as soon as possible in the case of an emergency. The District shall have the sole exclusive right to adopt additional reasonable rules, regulations and policies to govern its operations and employees and from time to time, change or amend such rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement. The District will notify the Union in writing of all changes in policy at least fifteen (15) business days before they are implemented, unless business demands require a more immediate implementation. In the event any District rule conflicts with the terms of this Agreement - this Agreement shall prevail. Any change to rules and regulations shall be posted and distributed to all employees in order to uniformly advise all bargaining unit members.

Prior to implementation, the Union may request to meet with the District to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the effects of implementation of any District Rule conflicting with the terms of this Agreement is subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within ten (10) business days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

### **Section 10.2 - Disciplinary Procedures.**

- (a) No bargaining unit employee working under the terms and conditions of this Agreement shall be suspended or discharged except for just cause. The District Manager, the Transit System Program Manager, the Operations Manager, the Fleet and Facilities Manager, or their management designee, shall perform all disciplinary processes. The District agrees to be fully compliant with employee's representational rights under *Social Workers' Union v. Alameda County Welfare Department*, 11 Cal. 3d 382 (1974) to the extent such case remains valid law. The charged employee shall be given the opportunity to attend all meetings which may result in disciplinary action. A Union representative shall be allowed to attend the meeting if requested by the employee. If no Union representation is requested by the employee, said employee shall sign a waiver provided by the Union stating such.
- (b) The respective manager, to whom the individual is requested to report, shall give a fair and impartial hearing to all employees. This shall also include corrective interviews, through the disciplinary process. Stewards will be notified in a timely manner of any suspensions or pending terminations.
- (c) A copy of bargaining member's disciplinary actions shall be offered to the employee. The shop steward and the Local Union shall also be given copies of discipline within ten (10) business days of the issuance of said discipline via hard copy, fax or email transmission.
- (d) Initial discipline shall occur within fourteen (14) business days of the District's knowledge of an alleged infraction/incident. The District will notify the Union if an investigation will last longer than fourteen (14) business days to complete.
- (e) Each Section of discipline (Section 10.6 - Serious Violations, Section 10.7 – Minor Violations, Article 11 – Attendance) represent a separate track of discipline action.
- (f) Disciplinary action taken by the District according to the terms of this Section is subject to the grievance procedure contained herein.
- (g) Time limits contained in this Section may be waived by mutual agreement of the parties in writing.

All discipline issued and validated stays on an employee's record for twelve (12) months from date of incident.

### **Section 10.3- Incident Defined/Reporting**

Any occurrence, event or action (regardless of how minor) which does not follow District procedures or presents a threat or problem to the District, its passengers, public or its employees is considered an incident. Any occurrence involving a passenger while under the care, custody and control of District and its employees is considered an incident. Any contact between your vehicle and another person, vehicle or object is considered an incident whether or not there was damage or injury. All incidents, regardless of how minor, must be immediately reported per District reporting procedures. Failure to immediately report an incident may result in disciplinary action up to and including termination.

### **Section 10.4 –Suspension Pending Investigation.**

Any employee involved in an incident may be placed on unpaid Suspension Pending Investigation (SPI) leave while the incident is being investigated to determine root cause(s) and preventability. Suspension Pending Investigation (SPI) leave is unpaid unless the incident is determined to be non-preventable. In the case of a non-preventable determination, or if the discipline does not include a suspension, the employee will receive back pay. Employees may perform other non-safety sensitive functions if available and/or appropriate until a final determination is made.

### **Section 10.5 - Preventability of Incidents and Injuries.**

The determination as to whether an incident could have been “preventable” will be made by two individuals comprised of Supervisors/Managers. Any employee who has a preventable incident may be subject to re-training and/or appropriate discipline.

### **Section 10.6 - Serious Violations.**

The following violations of District policies and rules are examples of Serious Violations that may be just cause for immediate discipline up to and including termination of the employee.

- 1) Preventable fatality occurring up to thirty (30) calendar days following an event.
- 2) Any preventable injury requiring immediate medical attention away from the scene.
- 3) Preventable passenger incident or injury while entering or exiting a vehicle or involving a lift or ramp.
- 4) Preventable incident resulting in a worker's compensation claim.
- 5) Preventable roll-away incident.
- 6) Preventable damage to vehicle(s) and/or property(ies) cumulatively totaling over \$25,000 per incident.

- 7) Preventable collisions involving District vehicles that results in towing away of a District vehicle or other non-District vehicle.
- 8) Conviction of a misdemeanor law while on duty, or conviction of a felony whether on or off duty.
- 9) Theft or deliberate destruction, defacing or damaging of District property or property of another employee or passenger.
- 10) Physical violence or fighting on District premises or vehicles or any time while on duty.
- 11) Unauthorized touching, physical contact with, or indecent exposure to, a passenger or fellow employee.
- 12) Possession of firearms, weapons, or explosives, and similar devices on District premises or District vehicles or any time while on duty.
- 13) Threatening, intimidating, coercing or abusing fellow employees, passengers, customers, the District, or members of the public.
- 14) Use of language or any another activity that results in creating a hostile work environment, or to offend or harass any other employee, customer or passenger based on that employees, customers or passenger's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, marital status or any other status protected by law.
- 15) Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State or local law or regulation to operate the District's vehicles. In the event the employee notifies the District of a temporary loss of the required license or certification, the employee shall be first entitled to an unpaid leave of absence of up to thirty (30) calendar days in order to correct said loss of a valid driver's license or other certificate required to operate the District's vehicles. In the event the employee does not immediately notify the District of any loss of license or certificate required to operate the vehicles, the employee may be terminated immediately.
- 16) Failure to properly secure a mobility device and/or the passenger using the required securement procedure. Operators shall secure passengers in wheelchairs or other mobility assistance device with a lap and shoulder belt unless refused by passenger.
- 17) The pick-up of any unauthorized passenger or the drop off of any passenger, that is not on the paratransit operator's manifest, unless approved by a dispatcher, or supervisor.

- 18) Reporting for work or working impaired such as being under the influence of an intoxicating substance, alcohol, marijuana, or illegal drugs or any violation of the District's Drug and Alcohol Policy as referenced in this Agreement.
- 19) Dishonesty, including but not limited to, knowingly falsifying of any document including employment applications, incident reports, time records, or manifests.
- 20) Failure to report a hazardous situation, accident or injury immediately or, at first opportunity to the dispatcher or supervisor. For purposes of this Section, a "hazardous situation" includes, but is not limited strictly to, a bio-hazard such as blood or other body fluid being present on the District vehicle.
- 21) Insubordination or refusal to perform assigned work.
- 22) Any violation of Section 9.5 - Use of Personal Cell Phones and other Electronic Devices.
- 23) Serious violations of other District rules and/or safety policies upon concurrence by the Union.

#### **Section 10.7 - Minor Violations.**

Any violation of posted and/or written District rules, policies and/or procedures, or any incidents that are not listed in Section 10.6 – Serious Violations may, at the District's discretion, result in progressive disciplinary action.

Each violation of any rule, policy or procedure may result in the following disciplinary action taken by the District against the employee who violates any rule, policy or procedure. Progressive Discipline must follow the prescribed order below:

First Violation: Policy review with a documented verbal counseling

Second Violation: First "Written Warning Notice"

Third Violation: Second "Written Warning Notice" with possible suspension

Fourth Violation: Termination of Employment or Other Disciplinary Action

The definition "first," "second," "third," and "fourth" violation shall mean the violation of any rule, or combination of rules, and shall not be construed to mean the first, second, and third violation of each individual rule. If an employee does not have a re-occurrence of the reason for discipline for a period of twelve (12) consecutive months of service performed after the counseling was issued, then that counseling will not be considered in future discipline.

## **ARTICLE 11 – ATTENDANCE**

### **Section 11.1 - Attendance Policy.**

The Attendance Policy outlined below will be utilized and followed for any and all attendance violations/disciplines. All employees are required to report to work on time every day they are scheduled to work. The following policy is based on a rolling twelve (12) month time period of continuous work.

Attendance points expire and are removed after 12 months.

### **Section 11.2 - Excused Absence.**

Excused absences are approved requests for paid sick leave (twenty-four (24) hours per year), family medical leave (FMLA), kin care (if required by state law), personal leave, jury and/or witness duty, military, bereavement, pre-arranged vacation days or any other leave protected by law. Attendance points are not issued for excused absences.

Pre-arranged vacation days will be excused if:

1. - A District "Advance Time-Off Request" form is completed in writing, two (2) weeks in advance and submitted to the Department Manager or their designee.
2. - The "Advance Time-Off Authorization" will be issued in writing by the Department Manager or their designee within one (1) week prior to the time-off requested.

In the event that there is an unplanned emergency event, the employee may request time-off of work with as much advance notice as possible. The employer will make accommodations for these requests as determined by the needs of the District.

Absences will be excused if the employee uses paid sick leave pursuant to Article 25. Sick time will be automatically paid each time you call out.

If the employee is sick and has exhausted their paid sick leave, an absence will be excused with a Doctor's note.

If an employee is absent for more than three (3) consecutive days and has exhausted all available sick leave, and does not qualify for FMLA, the employee may provide a doctor's note excusing the prior three consecutive days and up to ten (10) total consecutive days (inclusive of the three initial days).

Time Off Requests: If an employee requests time off (sick or vacation), the employee is responsible for checking their accrued balance. If the time requested exhausts the balance, the remaining time (if approved) will be unpaid.



### **Section 11.3 - Unexcused Absence**

Unexcused absences up to two (2) consecutive days are counted as one (1) violation point, provided proper notice is given. After day two (2) each day of absence is counted as a violation point unless the employee provides a doctor's note excusing the absence for up to a total of ten (10) days and the note must include all ten (10) days of absences. After ten (10) days, each day absent will be counted as a violation point, unless the absence is otherwise excused. Absences exceeding ten (10) days may be considered for a leave of absence.

The Human Resources Manager will send a notice of FMLA rights to the employee (if qualified) on the fourth (4<sup>th</sup>) day of absence.

- After the period specified in the doctor's note (up to a ten (10) day period), one (1) attendance point will be issued for each day of absence unless the absence is otherwise excused or the doctor extends the time off to another specified date.

All employees that will be absent from an AM shift (prior to 10:00am) are required to give at least one (1) hour notification prior to the start of their AM shift (prior to 10:00am) to dispatch.

All employees that will be absent from a PM shift (after 10:00am) are required to give at least two (2) hours of notification prior to the start of their PM shift (after 10:00 am) to dispatch.

If outside of dispatch hours, call dispatch and leave a message.

- Failure to call in advance of the start time to report an absence as outlined in Section 11.3 is counted as one attendance point.
- Failure to call within the first four hours (No Call - No Show) for a scheduled shift is counted as four (4) attendance points.
- A failure to complete the entire shift is counted as one (1) attendance point unless approved by management.

### **Section 11.4 – District Meeting Attendance.**

Employees are required to attend District operations/safety meetings, which include the monthly safety meetings. Failure to attend a mandatory District meeting will result in one (1) attendance violation point, if unexcused. If an employee is unable to attend any of the scheduled meetings, they must notify a supervisor immediately. Mandatory meetings shall be posted seven (7) calendar days in advance, unless there is an unusual circumstance, which would require an emergency meeting. Employees are required to attend a make-up meeting and one (1) attendance violation point will remain.

### **Section 11.5 – Tardiness**

Reporting to work more than five (5) minutes after a scheduled report time, either for shift start or returning from rest or meal breaks will be counted as one (1) attendance point.

If an employee is tardy for their shift, the shift may be re-assigned and the employee sent home.

### **Section 11.6- Disciplinary Guidelines for Attendance.**

All bargaining unit employees will be issued an Attendance Point Report documenting all violations and corresponding points. Violations of more than one (1) component of the attendance policy, will receive a single point assessment of the highest value.

The disciplinary schedule for absences shall be as follows:

1<sup>st</sup> - 7<sup>th</sup> Attendance point: Policy review and receive documented verbal counseling

8<sup>th</sup> – 9<sup>th</sup> Attendance point: Receive written counseling

10<sup>th</sup> Attendance point: Termination of employment or other disciplinary action at the discretion of the District.

Attendance points expire and are removed after 12 months.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

### **Section 12.1 - Definition.**

A grievance is a claim that the District has violated an express, specific provision of this Agreement. Prior to making such a claim, the employee and management will both communicate in an attempt to resolve the issue and avoid a grievance. In the event that the issue cannot be resolved and such a claim is made, the following procedures must be followed:

### **Section 12.2 - Filing a Grievance.**

The grievance must set forth the nature, details, date of the alleged violation, and Article and Section of this Agreement claimed to have been violated. The employee or the Union must present the written grievance to the Operations or Fleet and Facilities Manager or their designee within ten (10) business days following the occurrence out of which the grievance arose. Failure to present the grievance within ten (10) business days will be deemed a waiver of the grievance.

### **STEP 1**

Such grievance will be presented in writing to the Operations or Fleet and Facilities Manager, or their designee. Within ten (10) business days of receipt of the grievance, a meeting will be scheduled between the employee, the shop steward, and the appropriate Manager. A representative of the Union shall accompany the employee, if requested. If the Manager or their designee and the grievant are unable to arrive at a satisfactory

settlement during the meeting, the Manager or their designee will provide a written answer to the Union within ten (10) business days after the date of the meeting.

## **STEP 2**

If the matter is not resolved through the procedure outlined in Step 1, the Union must refer the grievance in writing to the Manager, or their designee, within ten (10) business days of the completion of Step 1. Upon receipt of the grievance, a meeting on the matter will be held within ten (10) business days. The Transit System Program Manager, or their designee, the employee and, upon request, their Union representative, will be present at the meeting. The Transit System Program Manager, or their designee, shall present their written decision to the employee and the Union, in no more than ten (10) business days following the meeting.

If the grievance is not resolved at Step 2, the employee or their representative may notify the District of their intent to move to Step 3 within ten (10) business days of receipt of the Step 2 response.

## **STEP 3: Appeal to District Manager**

Upon receipt of the employee's or Union's intent to move to Step 3, a meeting on the matter will be held within ten (10) business days. The District Manager, or their designee, the employee, their Union representative and any necessary witnesses, will be present at the hearing. The Committee shall be comprised of two (2) District appointed persons and two (2) Union appointed committee persons. The Union and the District will select their own representatives, provided that the District representative shall not work in the transit department and the Local 533 representative shall not be employed at TTD. Any majority decision of the Committee shall be final and binding upon the parties to the Agreement and shall be provided in writing. The Committee shall not have any authority to add to, subtract from, change or modify any provision of this Agreement, but shall be authorized only to apply the existing provisions of this Agreement to the specific facts, testimony and evidence of the complaint or dispute. In the event the Committee fails to reach a settlement of the dispute, they shall declare an impasse.

If the grievance is not resolved at Step 3 because of an impasse, the grieving party shall have the option of moving the grievance to binding arbitration. In the event the grieving party opts to move for binding arbitration, they shall notify the other party within ten (10) business days and the procedure below shall be observed.

## **STEP 4: Binding Arbitration**

Upon notice of the intent to arbitrate the grievance, the Union shall request a list of five (5) arbitrators from Northern Nevada and/or Northern California from the Federal Mediation and Conciliation Service. The representatives of the District and the Union shall select the arbitrator from the list by alternately striking names from the list until one (1) name remains. A coin toss shall determine who shall strike the first name from the list. The one (1) remaining name shall be deemed the mutually selected arbitrator. The process of striking names shall occur within ten (10) business days of the receipt of the list by both parties.

The District and the Union may mutually agree in writing that the arbitrator selected shall be limited to rendering their decision from the bench, based solely on the facts, the evidence and testimony presented by both parties. In this situation, there shall be no submission of briefs.

### **Section 12.3**

Any decision of the arbitrator shall be final and binding upon the parties to this Agreement and shall not be subject to further appeal. The arbitrator shall be specifically limited to the matters submitted before him and shall not have any authority to add to, subtract from, change or modify any provisions of this Agreement. The arbitrator shall be authorized only to interpret the existing provisions of this Agreement and shall apply them to the specific facts of the complaint or dispute.

### **Section 12.4**

If the arbitration determination is in the employee's favor, the grieving employee shall not suffer any loss in pay, for the day(s) in attending arbitration, should the arbitration be held during the employee's work day. The District shall not hamper or otherwise deter an employee from having a fair and just hearing and shall use all possible means to permit bargaining unit witnesses of the grieving employee to attend the arbitration to provide testimony. The District and the Union shall equally share the fees and expenses of the arbitration. If either party objects to the use of a court reporter, the party desiring one shall be fully responsible for obtaining one and for payment of all fees and expenses of such; provided, however, that if the objecting party utilizes a copy of the hearing transcript, the parties shall equally share the cost of the court reporter. The arbitration shall be held at a mutually agreed upon location.

### **Section 12.5 - Time Limits.**

Time limits specified in each step of the procedure shall be strictly adhered to and may only be extended by mutual agreement of the parties in writing. Failure of the grievant, the Union, or the District to meet and observe the time limits shall terminate all proceedings and no further action may be taken. The determination of the grievance shall be awarded to the timely party.

## **ARTICLE 13 - CATEGORIES OF EMPLOYEES**

### **Section 13.1 - Full-Time.**

Employees whose regular schedule is thirty (30) hours or more in a workweek shall be classified as Full-Time.

### **Section 13.2 - Part-Time.**

Employees whose regular schedule is less than thirty (30) hours in a workweek shall be classified as Part-Time.

**Section 13.3 – Extra Board.**

An employee who is hired to work intermittently during peak work periods, or as needed. These employees may or may not accept a bid, they may work seasonally or year-around. Extra Board employees must work at least one shift within each forty-five (45) day period.

**Section 13.4 - Classification Change.**

Part-Time employees may be required to work more than thirty (30) hours in a workweek to meet unusually high service demands or other unusual situations. Part-Time employees who work thirty (30) or more hours per week for twelve (12) consecutive pay periods shall be considered Full-Time for purposes of this Agreement.

Full-Time employees who work less than thirty (30) hours per week for twelve (12) consecutive pay periods shall be considered Part-Time for purposes of this Agreement.

Nothing in this Agreement shall be construed as a guarantee of hours.

**ARTICLE 14 - HOURS OF WORK & PAY**

**Section 14.1 - Pre-trip Duties.**

Employees are required to perform various pre-trip duties prior to departure from the facility when their trip starts from the garage. The employee is expected to complete the required pre-trip duties within twenty (20) minutes unless modified by the District. When performing a relief, the Operator will perform a safety walk around inspection when taking over the vehicle, and then a vehicle inspection at subsequent layover points with time required to be included in the schedule. Employees who clock in prior to their scheduled time, unless instructed otherwise by their supervisor or dispatcher, will be subject to disciplinary action. Employees are required to report all time worked.

**Section 14.2 - Post-trip Duties.**

Operator duties are expected to end after their last trip is performed, the vehicle is refueled (if necessary), returned to the yard, the farebox is probed and emptied, the bus is swept out, the trash emptied and a DOT post-trip inspection is completed. The employee is expected to complete the DOT post-trip inspection in five (5) minutes. Employees are expected to report all time worked.

**Section 14.3 - Workweek.**

The workweek shall begin at 3:01 am on Sunday and shall end at 3:00 am the following Sunday. Employees shall be paid every two (2) weeks, with payday on alternate Fridays.

**Section 14.4 - Overtime.**

Unless otherwise stated in this Agreement, time and one-half (1-1/2) shall be paid for all hours actually worked in excess of forty (40) hours per week, or in accordance with applicable state or federal law.

### **Section 14.5 – Alternative Work Schedule.**

Maintenance Technicians and Facilities Technicians shall work 10 hour, 4 days a week shift schedules. If management or the Union wishes to change this schedule, they will notify the other party two (2) pay periods prior to implementing the change, and upon request, will meet and confer prior to any implementation of such proposal. The employer shall pay the employee sick leave and vacation up to forty (40) hours per week. The employer shall pay the employee holidays on an eight (8) hour per day basis as stipulated in this Agreement.

### **Section 14.6 – Step-Code.**

An employee may be required to perform work which is below their current classification and rate. However, while doing so they shall continue to be paid at their higher classification and rate. Additionally, employees may be required to work in a higher classification. Employees (mechanics/maintenance, facility technician, or dispatchers/receptionists) hired to perform as an operator on a temporary basis shall be paid their normal rate plus three and one-half percent (3.5%) for time spent performing as an operator.

## **ARTICLE 15 – SENIORITY**

### **Section 15.1 - Definition.**

Seniority is defined as the length of time an employee has been continuously employed by the District, or its previous contractor or that contractor's predecessors. Seniority shall be used to determine the employee's wage rate or benefit accrual under the terms and conditions of this Agreement. The District will recognize seniority rights from the employee's first day of work. If more than one (1) employee begins work on the same day, the employee with the earliest date on his application will have the highest seniority. When these same employees also share the same application date, then the employee with the earliest time and date of their drug screen will have the higher seniority.

### **Section 15.2 - Layoff.**

When a reduction in the workforce becomes necessary, the District shall have the right of determination provided that seniority and competency are considered. Employees laid off will have recall rights for six (6) months. During that period, bargaining unit members on the recall list may be offered vacancies in positions in which the bargaining unit member previously served and is qualified.

### **Section 15.3 - Seniority by Classification.**

"Seniority by Classification" will be observed with regard to all layoffs, rehiring, job bids, and vacation selection. The District and the Union will have the authority to determine seniority dates for employees in the bargaining unit and to resolve conflicts among employees as to seniority dates.

"Seniority by Classification" is defined as continuous service with the District, or its previous contractor or that contractor's predecessors, within the following classifications:

- (a) Seniority shall be determined separately by job classification, i.e. separately for Operators, Dispatchers/Reservationists, Facilities Technicians, and Maintenance Technicians.
- (b) Within each job classification, seniority shall be determined separately by a class for (1) Full-Time and Part-Time employees, and a class for (2) Extra Board employees, with the Seniority of class (1) prevailing over class (2).

**Section 15.4 - Classification.**

If an employee bids and/or transfers from one classification to another classification their “new” classification seniority date will reflect the date of the transfer into the new classification. Employee shall not suffer a loss of District seniority (date of hire and/or continuous service) as a result of changing classifications.

Unless otherwise stated, wherever reference is made to “continuous service” in this Agreement, it shall be interpreted to mean employment without a break with the District, or with a predecessor employer.

**Section 15.5 - Seniority List.**

Within thirty (30) days after the signing of this Agreement, and quarterly thereafter, a list of employees arranged in the order of their seniority, within classification, will be posted in a conspicuous place at the place of employment. A Union representative will be provided a current seniority list. The Union will immediately notify District of any errors in the seniority list.

**Section 15.6 - Probationary Period.**

All employees hired after the effective date of this Agreement will be on probation until they have completed ninety (90) calendar days of service. Until completion of said probationary period, an employee may be terminated at the complete discretion of the District, and such termination will not be subject to the grievance provisions of this Agreement. The probationary period may be extended by mutual agreement of the Union and the District.

**Section 15.7 - Seniority Not Broken.**

Continuity of service will not be broken and seniority will not terminate by:

- (a) Authorized leave of absence.
- (b) Leave of absence to serve in the Armed Forces of the United States, as provided by law.
- (c) Absence due to authorized vacation or other PTO.
- (d) Leave of Absence due to sickness or injury while such sickness or injury continues, but not to exceed twelve (12) months unless extended by the District and the Union.

### **Section 15.8 - Seniority Broken.**

Continuity of service will be broken and seniority will terminate by:

- (a) Resignation
- (b) Termination for just cause
- (c) Failure to return to work from layoff within thirty (30) business days when called
- (d) Absence without leave or not communicating with the District for two (2) consecutive scheduled work days barring an extenuating dire emergency
- (e) For Full-Time employees and Part-Time employees, Layoff or Leave of Absence of twelve (12) months or more
- (f) Promotion out of the bargaining unit for a period in excess of six (6) months

### **Section 15.9 – Extra Shifts by Seniority.**

1. The District will post a voluntary sign-up sheet for anyone to sign-up for extra shifts. Operators not scheduled to work more than forty (40) hours that week will have first priority and will be selected in seniority order. Operators scheduled to work forty (40) hours or over that week will have the next priority and will also be selected in seniority order.
2. The District will contact operators in seniority order and ask them to fill the shift as necessary to reach or exceed forty (40) hours for the week. Operators may opt-out of extra shifts by notifying the Operations Manager in writing of the date range they will not be available.
3. The District will require that employees fill shifts in reverse seniority order as necessary or to reach or exceed forty (40) hours for the week. If necessary, an operator with more seniority will be required to work, rather than an operator with less seniority, to reach or exceed forty (40) hours for the week.

## **ARTICLE 16 – BIDDING**

### **Section 16.1 - Procedure.**

The District shall conduct General Bids at least two (2) times each year, at a time determined by the District or as required due to changes in demand for the service. The General Bid shall be posted at least ten (10) business days prior to the date of the bid, with a copy sent to the Local Union, when possible. Posted runs shall show the approximate start and the approximate end times of the shift. All rosters shall be bid based on Seniority.

### **Section 16.2.**

Operators shall bid in seniority order as quickly as reasonably possible (three (3) minutes maximum), so as not to hold up the bidding process. If an Operator is unable to bid in



person, the Operator shall leave a proxy with the District prior to the bid. If an Operator failed to leave a proxy with the District and is not present for the bid, the manager, or designee, conducting the bid will call the Operator. If the Operator answers the call, they will have three (3) minutes to select a bid. If the Operator does not answer the call, the manager, or designee, conducting the bid will wait for three (3) minutes for the Operator to return the call and select the bid. Maintenance Technicians, with the exception of C and D levels, shall bid in seniority order. Facilities Technicians shall bid by seniority order.

**Section 16.3.**

Employees absent due to illness or injury, including FMLA leave will be permitted to bid and/or submit proxies if the Operator has a release from a physician to return to unrestricted duty no later than the date the new bid becomes effective.

**Section 16.4.**

Employees who will have obtained all the necessary qualifications for service by the effective date of the bid shall be permitted to bid. If the employee, for whatever reason, does not have their necessary qualifications for service by the effective date of the bid, the employee shall relinquish their bid.

**Section 16.5**

A bid shall not be construed to mean that this is a minimum or maximum time the employee will work. Operators assigned to Paratransit shall call dispatch prior to the shift to (night before for daytime shifts or morning for evening shifts) to verify the shift start time and actual hours as this may vary due to the demand of the system.

During the workday, the number of trips or the circumstances of system demand, cancellations or add-ons may result in the end time of the shift being before or after the scheduled time.

**Section 16.6 - Split Shifts.**

Split shifts may be designed based on the needs of the operation or requirements of the District. Time in between split shifts shall be unpaid.

**ARTICLE 17 - DRUG AND ALCOHOL PROGRAM**

Employees will comply with the District's Substance Abuse and Drug and Alcohol Testing Policy and Procedures. Any changes to this policy will be presented to the Union a minimum of fourteen (14) business days prior to implementation.

## **ARTICLE 18 - MEAL PERIODS AND REST BREAKS**

### **Section 18.1 - Meal Periods.**

The District will provide an opportunity to take an unpaid duty-free meal period of at least thirty (30) minutes to employees working more than five (5) consecutive hours in a day.

If the District provided an opportunity for a meal period and the employee missed or skipped the meal period, no monetary penalty shall arise as a consequence.

If the employee, due to business needs or circumstance beyond the control of the District or employee, is not provided with an opportunity for a meal period, a monetary penalty of thirty (30) minutes at the employee's base rate of pay, shall be the consequence.

Employees are not expected to remain "on call" or available to respond to messages, monitor radios, telephones, email or other messaging devices during meal periods.

### **Section 18.2 Rest Periods.**

Every employee shall be entitled to take at least a ten (10) minute net rest period during each four (4) hour work period, or major fraction thereof during the course of the employee's shift, which rest period shall be paid time. The rest period may include periods when the employee is on his route, but the employee is not required to operate or remain in the vehicle or otherwise perform any duties. At no time may any employee perform work during rest periods.

No monetary penalty shall arise as a consequence for any missed or skipped rest period.

Non-exempt employees are not expected to remain "on call" nor available to respond to messages, monitor radios, telephones, email or other messaging devices during rest breaks.-

Employees that engage in smoking/vaping or other tobacco use may only engage in these activities on regularly scheduled breaks.

## **ARTICLE 19 - COMPLETE AGREEMENT**

### **Section 19.1 - Sole Agreement.**

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements, commitments and practices, whether oral or written, between the District and the Union and between the District and any of its employees covered by this Agreement, and expresses all obligations of and restrictions imposed on the District.

### **Section 19.2 - Waiver of Bargaining During Term.**

Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and

opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the District and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. This Section shall not prevent the parties from meeting on and resolving issues that arise during the term of this Agreement.

## **ARTICLE 20 - SAVINGS CLAUSE**

### **Section 20.1.**

If any part of this Agreement and/or the attachments hereto are determined to be in conflict with applicable City, State or Federal laws or regulations or becomes in conflict during the life of this Agreement, such part shall be deemed invalid. Such invalidity will not affect any other provision of this Agreement.

### **Section 20.2.**

If any part of this Agreement and/or the attachments hereto are deemed invalid as set forth in Section 1 of this Article, the parties hereby agree to meet for the purpose of renegotiating the affected part of this Agreement. Failing agreement between the parties, the matter shall be submitted to arbitration for final resolution.

### **Section 20.3.**

This Agreement shall supersede any and all applicable Living Wage Ordinances where such Living Wage Ordinances contain a provision for exemptions.

## **ARTICLE 21 - 457(b) Retirement Plan**

All employees covered by this Agreement will be given an option to participate in the District's 457(b) Retirement Plan, a plan intended to conform to the requirements of Internal Revenue Code Section 457(b) for certain tax exempt, employee contributory plans.

The District will match fifty percent (50%) of an employee's contributions each pay period up to a maximum amount equal to three percent (3%) of the employee's compensation during that pay period. For example:

- If an employee elects to contribute 4% of their compensation during a pay period, the District will contribute an amount equal to 2% of the employee's compensation during the pay period.

- If an employee elects to contribute 6% of their compensation during a pay period, the District will contribute an amount equal to 3% of the employee's compensation during the pay period.
- If an employee elects to contribute more than 6% of their compensation, for example 8%, during a pay period the District will only contribute an amount equal to 3% of the employee's compensation during the pay period.

## **ARTICLE 22 - UNION ADMINISTRATION FUND**

The Union is required to expend sums, to administer this Agreement, on behalf of all bargaining unit members employed by the District. This Agreement shall authorize the employer to deduct and remit to the Union specific sums for all compensated hours worked during each month, by each employee of the bargaining unit, including time paid as vacation, holidays, for the Union Administration Fund. Such funds shall be sent no later than the tenth (10th) of the month, following the hours worked by the employee of the agreement, of the previous month, to: Teamsters Local Union # No.533, 1190 Selmi Dr., Ste.100 Reno, NV 89512.

## **ARTICLE 23- HOLIDAYS**

All full-time employees who have completed their Probationary Period shall be eligible for twelve (12) paid Holidays. These paid Holidays shall include the following:

- |                              |                    |                          |
|------------------------------|--------------------|--------------------------|
| • New Year's Eve             | • Memorial Day     | • Thanksgiving Day       |
| • New Year's Day             | • Independence Day | • Day After Thanksgiving |
| • Martin Luther King Jr. Day | • Labor Day        | • Christmas Eve          |
| • President's Day            | • Veterans Day     | • Christmas Day          |

All current full-time employees hired before the effective date of this Agreement shall receive all the paid Holidays contained in this Article.

In order to receive Holiday pay, all full-time employees must work the entire shift on the regularly scheduled work day immediately before and after the Holiday. Excused absences or approved time off shall not disqualify an employee from being eligible to receive Holiday pay. Holiday pay shall be paid at eight (8) hours at the straight time hourly rate. Holiday pay shall not be counted as working hours for overtime purposes.

## **ARTICLE 24 - JURY DUTY**

### **Section 24.1 - Eligibility.**

Full-time employees must immediately notify and provide their manager a copy of their summons or notice to appear for jury duty. The employee will cooperate with the District in requesting a postponement for the District's legitimate business needs.

### **Section 24.2 - Earnings.**

When an employee is called for jury duty service, they shall be excused from their regular duties on the days they are required to appear in court. For any regularly scheduled workday, in which time off for jury duty is granted, the employee shall be paid in accordance with their shift, up to eight (8) hours per day for a total of five (5) days per year. The employee shall be required, however, to turn over to the District the jury duty compensation received, (i.e. an endorsed check), in order to receive District pay. No pay shall be made for jury service on an employee's regular day off, or during any other leave of absence.

### **Section 24.3 - Time Worked.**

Time spent on jury duty service will be considered time worked for purposes of District contributions to health and welfare and pension plans, vacation eligibility and payment, holidays and seniority, in accordance with the applicable provisions of this Agreement.

## **ARTICLE 25 – Paid SICK LEAVE**

Upon completing thirty (30) days of continuous employment, employees shall be given twenty-four (24) hours of paid sick leave which shall be paid as twenty-four (24) hours at the straight time rate of pay. For purposes of this Article, hours paid as sick time shall not count for purposes of overtime. All current employees shall be eligible for the benefits contained in this Article upon ratification of this Agreement. Sick time may not accumulate and carried over from year to year. Sick time shall be payable to an employee at the end of each fiscal year and upon separation of employment.

The employer shall pay sick leave at a minimum of two (2) hours, up to eight (8) hours per day unless the employee's regular scheduled shift is ten (10) hours and then the sick leave will be paid on a ten (10) hour per day basis, up to twenty four (24) hours, and all holidays, on a 8 hour per day basis.

Absences will be excused if the employee uses any of their twenty-four (24) hours of sick time.

The District will only accept doctor's notes from a physician (MD; DO), physician assistant (PA), nurse practitioner (NP), optometrist (O.D.) or dentist (DMD; DDS) licensed to practice in the United States.

## **ARTICLE 26 – BEREAVEMENT LEAVE**

When a death occurs in the family of a worker, they shall be entitled to Bereavement Leave.

Following the death of a family member, an employee will be granted up to three days off without pay.

The employee may use paid vacation time concurrent with Bereavement Leave if desired. If additional time off is needed for the death of a family member (identified below), the employee may be eligible for a Leave of Absence without pay (please refer to the policy in the Employee Handbook).

Any time off must be approved in advance by the employee’s manager. “Family members” are defined as an employee’s:

- Spouse
- Domestic Partner
- Child or Stepchild
- Daughter/Son-in-law
- Grandchild
- Foster-child
- Grandparent
- Grandparent-in-law
- Parent
- Step-Parent
- Parent-in-law
- Brother
- Step-Brother
- Brother-in-law
- Sister
- Step-Sister
- Sister-in-law

Employees will, when feasible, request bereavement leave through the timekeeping system. The department manager is responsible for reviewing and approving bereavement leave requests.

## **ARTICLE 27 - HEALTH AND WELFARE**

### **Section 27.1 - Designation of Plan.**

The District will participate in the Northern California General Teamsters Security Fund, be bound by the Agreement and Declaration of Trust thereof and execute a subscription agreement providing for contributions to the Fund as set forth below. The District will remit the required contribution to the Trust each month as established by the Board of Trustees for all covered employees.

The District shall contribute the sums specified below per month for each year of the Agreement on behalf of the eligible Full-Time employees. Contributions shall be made for participation in the Northern California General Teamsters Security Fund (“the Trust”), Select Plan 500 (“the Select 500 Plan”).

The District agrees to contribute 100% of the required premium contribution to the Trust as established by the Trust for full coverage under the Select 500 Plan for all covered

employees, and implement employee wage withholdings for the employee’s share of the contribution per the schedule specified below to maintain coverage for the term of this Agreement. To the extent that the total premium contribution amount for full coverage under the Select 500 Plan exceeds the amounts listed below, the amount of the employee wage withholdings shall increase to make up the difference.

**Section 27.2 - Eligibility and Contributions.**

Full-Time employees shall be eligible the first day of the month following completion of sixty (60) days of continuous service. Coverage will become effective on the first day of the month following completion of sixty (60) calendar days of employment, provided that the employee must have at least eighty (80) hours or more in the preceding month.

Employees start or change coverage only when they first become eligible or when the Trust has an annual “open enrollment” period, when the employee’s status changes to Full-Time, or when the employee has a qualifying event as defined by the Trust. The employer will contribute eighty-five percent (85%) of the employee only total premium amount for full coverage under the Select 500 Plan up to the fixed amounts specified below, not to exceed an increase of six percent (6%) per year. In the event that the employee only total premium amount for a year exceeds six percent (6%), the employee wage withholdings shall increase as necessary to equal the total premium contribution amount due to the Trust. Dependent coverage shall be available under the plan; however, the District will not make any employer contribution toward that coverage beyond its contribution for the employee only coverage.

For 2020

<b>Med/RX/Den/VSP</b>	<b>Total</b>	<b>ER Premium</b>	<b>Employee</b>
Employee Only	\$686.00	\$583.10	\$102.90
Employee +Spouse	\$1162.00	\$583.10	\$578.90
Employee +Child(ren)	\$1105.00	\$583.10	\$521.90
Employee +Family	\$1539.00	\$583.10	\$955.90

For 2020

<b>Med/RX ONLY</b>	<b>Total</b>	<b>ER Premium</b>	<b>Employee</b>
Employee Only	\$631.00	\$583.10	\$47.90
Employee +Spouse	\$1053.00	\$583.10	\$469.90
Employee +Child(ren)	\$964.00	\$583.10	\$380.90
Employee +Family	\$1343.00	\$583.10	\$759.90

Dental/VSP/Life Only shall be covered 100% by the District.

As noted in Section 27.1, the employer shall remit 100% of the premium contribution to the Trust and any amount that exceeds the employer contribution maximum will be collected through employee wage withholdings.

## ARTICLE 28 COMPENSATION

### **Annual Increase.**

All current employees shall receive a three percent (3.0%) increase to their base rate of pay effective on July 1, 2020. Incumbent employees hired on/or before the date of ratification, shall receive a two percent (2.0%) increase to their base rate of pay on July 1, 2021; July 1, 2022; and July 1, 2023. All other employees past their first year of continuous employment shall receive a two percent (2.0%) increase to their base rate of pay on their anniversary date.

### **Annual Merit.**

With satisfactory attendance, all classifications of employees except Extra Board Operators, may earn an annual merit increase to their base rate of pay. This is separate from the annual increase noted above. The annual merit increase is up to a maximum of two percent (2.0%) per fiscal year. The amount of the annual merit increase is determined by accrued attendance points.

During the first fiscal year (FY 20/21), attendance points, for the purposes of annual merit, will only be considered from the date of ratification through June 30, 2021. All incumbent employees hired on/or before the date of ratification, their attendance shall be measured July 1, through June 30, of each fiscal year (June 30, 2021; June 30, 2022; June 30, 2023). All employees hired after the ratification date, for the purposes of annual merit, attendance points will only be considered from their date of hire to their anniversary date, of each year, respectively.

- Employees with zero (0) to two (2) attendance points on June 30 (incumbents) or on their anniversary date shall result in a merit increase of 2.0%;
- Employees with three (3) to four (4) attendance points on June 30 (incumbents) or on their anniversary date shall result in a merit increase of 1.5%;
- Employees with five (5) attendance points on June 30 (incumbents) or on their anniversary date shall result in a merit increase of 1.0%;
- Employees with six (6) attendance points on June 30 (incumbents) or on their anniversary date shall result in a merit increase of 0.5%;

Employees with seven (7) or more attendance points on June 30 will not be eligible for a merit increase and will be subject to discipline pursuant to Section 11.3 – Unexcused Absence.



**Operators.**

Operators hired after the effective date of this Agreement shall be paid pursuant to the following minimum pay scale, provided that at no time will the rate be less than the minimum wage required by state law:

- Training Rate           \$13.60
- In Service Rate       \$18.00

Experienced operator hired after the effective date of this Agreement may be hired at higher wage levels commensurate with their experience, as determined by the District.

If the Training Rate is ever less than the minimum wage required by state law, the Training Rate shall be adjusted to equal the minimum wage and the scale shall be adjusted accordingly.

An additional one dollar (\$1.00) per hour shall be paid to any employees for time spent working as a Behind the Wheel Trainer.

An additional fifty cents (\$0.50) per hour shall be paid to any employees for time spent working as a Cadet Trainer.

**Shift Differential Overtime.****Purpose:**

To serve as a guide and reference document to assist in explaining the application of the bus operator extra shift differential. It is your responsibility to use this SOP in conjunction with job training to understand and apply this differential appropriately.

The differential only applies to full-time bus operators with a roster (bid). Other classifications are not eligible and operators without a roster are not eligible.

Management reserves the right to terminate and reinstate this program to meet service demands.

**Compliance:**

Staff shall ensure compliance with this and all SOPs.

**Procedures:**

The purpose of the extra shift differential is to encourage operators to pick up additional shifts to help ensure TTD's transit service delivery to the community. The differential rate is +\$5.00/hour more than the operator's current wage. All Collective Bargaining Agreement (CBA) rules apply to extra work requests.

Overtime is compensated on the rate of pay when the employee exceeds 40 hours in a week. The differential overtime rate is only calculated when the operator works over 40 hours on a shift differential. If an operator works over 40 hours on a regularly scheduled shift, the overtime compensation is on their regular rate of pay.

### **Examples:**

#### **Overtime on Shift Differential:**

An operator who makes \$18.00/hour and has worked 34 hours in a week, agrees to pick up a seven-hour shift. They are compensated at \$23.00/hour (\$18.00+\$5.00) for six hours up to 40 hours, then at \$34.50/hour (1.5 x \$23.00) for the one hour of overtime that exceeds 40 hours.

#### **Overtime on Regular Rate of Pay:**

An operator who makes \$18.00/hour and has worked 38 hours in a week is scheduled for a short afternoon shift of three hours. The operator agrees to cover a five hour shift that morning, which qualifies for a shift differential. They are compensated at \$23.00/hour (\$18.00+\$5.00) for the first two hours up to 40 hours, then at \$34.50/hour (1.5 x \$23.00) for the remaining three hours of overtime that exceeds 40 hours. However, the regularly scheduled shift in the afternoon will be compensated overtime on their regular rate of pay \$27.00 (1.5 x \$18.00) for three hours.

The Operations Manager and/or Operations Supervisor will assign the shift differential in the timekeeping system. However, if the employee calls in sick that same week, they are no longer eligible for the differential. Similarly, if an operator has an unpaid time off scheduled, the differential will not apply.

The shift differential DOES NOT apply to:

- Additional hours due to delays on routes, fueling, etc.
- Additional hours due to mechanical problems
- Additional hours due to meetings
- Additional hours due to incidents or incident-related activities
- Situations when an operator has had an unexcused absence during the same week as the differential
- Behind the Wheel (BTW) training shifts

**Maintenance and Facilities Technicians.**

Maintenance and Facilities Technicians hired after the effective date of this Agreement shall be hired at the following minimum pay scale, provided that at no time will the rate be less than the minimum wage required by state law:

- A-Level Technician           \$26.40
- B-Level Technician         \$24.10
- C-Level Technician         \$21.60
- Facilities Technician        \$15.60

National Institute for Automotive Service Excellence (ASE) Master Certification. Maintenance Technician, Facilities Technician, and Parts Clerk positions may be eligible for an additional one dollar (\$1.00) per hour increase to their base rate of pay for completing a District approved ASE Master Certification. Employees must have pre-approval in writing from the Fleet and Facilities Manager for the ASE Master Certification and employees are limited to one ASE Master Certification per year. The time and cost to achieve an ASE Master Certification are the responsibility of the employee.

Experienced maintenance technicians and facilities technicians hired after the effective date of this Agreement may be hired at higher wage levels commensurate with their experience, as determined by the District.

Maintenance Technicians, Facilities Technicians, and Parts Clerk shall be reimbursed up to one hundred and fifty dollars (\$150) per year for work boot purchases upon presentation of a valid receipt.

**Dispatcher/Reservationist Wages.**

All current dispatchers/reservationists that are hired after the effective date of this Agreement shall be paid pursuant to the following minimum pay scale, provided that at no time will the rate be less than the minimum wage required by state law: \$17.40.

Experienced dispatchers/reservationists hired after the effective date of this Agreement may be hired at higher wage levels commensurate with their experience, as determined by the District.

An additional fifty cents (\$0.50) per hour shall be paid to any dispatcher for time spent training a new dispatcher for the first seven days they train in the dispatch office.

**Parts Clerk Wages.**

All current parts clerk hired after the effective date of this Agreement shall be paid pursuant to the following minimum pay scale, provided that at no time will the rate be less than the minimum wage required by state law: \$17.40.

Experienced parts clerk hired after the effective date of this Agreement may be hired at higher wage levels commensurate with their experience, as determined by the District.

**Extra Board Employees.**

Extra Board employees shall be hired pursuant to the same wage scale, and shall receive the same increases, as Full Time and Part-Time employees within the same job classification. Extra Board employees that return for a consecutive season will be paid at the same wage level as the previous season, subject to any annual increases. Extra Board employees are not eligible for Annual Merit. If an extra board employee does not return for a consecutive season, but is then hired for a subsequent season, that seasonal employee will be hired at levels commensurate with their experience, as determined by the District.

**ARTICLE 29 – GENERAL PROVISIONS**

**Section 29.1 – Department of Transportation (DOT) Required Physicals.**

The District will pay for one DOT physical exam per year, per employee, and the time necessary to travel to complete the exam. Any additional required exams and the time necessary to complete them are at the sole expense of the employee.

**Section 29.2– Department of Motor Vehicles (DMV) Requirements.**

The District will pay for the time and travel necessary to complete one DMV appointment per year, per employee relating to obtaining or maintaining their CDL. The District does not pay for DMV fees.

**Section 29.4 – Business Days Defined.**

As used in this Agreement, the term “business days” means 6:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays.

**ARTICLE 30 – VACATION**

Full-Time employees shall be eligible to accrue vacation under this Agreement. Vacation shall accrue each pay period (26 total pay periods) at the following rates:

<u>Continuous Length of Service</u>	<u>Vacation Accrual</u>
Years 1 through 2	5 Days Annually (1.538 hours/pay period)
Years 3 through 8	10 Days Annually (3.077 hours/pay period)
Years 9 through 18	15 Days Annually (4.615 hours/pay period)
Years 19 and above	20 Days Annually (6.154 hours/pay period)

Vacation accrual shall be adjusted in the first pay period after the applicable anniversary date. The anniversary date shall be determined based on the date of original hire, i.e. the employee’s seniority date.

Vacations are requested and, if mutually agreed to, awarded on a first-come, first served basis. In the event that two employees request vacation at the same time and only one can be accommodated, the vacation will be awarded by seniority.

Employees shall use all available vacation time within twelve (12) months of the date it was accrued, if not used it shall be cashed out twice a year at the employee's request.

## **ARTICLE 31 – CALIFORNIA STATE DISABILITY INSURANCE**

Upon request of the Union, the District will enroll California members of the bargaining unit in the California State Disability Insurance (SDI) plan at employee cost for employees represented by the Union. Enrollment shall be in accordance with Section 710.5 of the California Unemployment Insurance Code. Such enrollment shall take place in the first quarter following notification by the Union of its request to be enrolled. SDI will be coordinated with other benefits, provided, however, that the cost of administering SDI benefits shall be borne by the employees.

## **ARTICLE 32 - SUCCESSORS AND ASSIGNS**

### **Section 32.1.**

This Agreement shall be binding upon the parties hereto and their successors, administrators, executors and assigns. The District shall give notice of the existence of this Agreement to any transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Local Union, at the time the transferor or assignee executes a contract or transaction.

### **Section 32.2.**

If the District extends its existing operations within the jurisdictional area of this Agreement, this Agreement shall apply to such extended operation(s).

## **ARTICLE 33 – DURATION**

### **Section 33.1 - Effective Date.**

This Agreement will be effective from July 1, 2020 through June 30, 2024 and will continue thereafter unless either party gives a sixty (60) day notice of opening.

### **Section 33.2 - Renewal.**

This Agreement will automatically continue from year to year thereafter unless either party receives written notice from the other party by certified mail, return receipt requested, at least sixty (60) days prior to any expiration date of its desire to terminate or modify this Agreement.

**IN WITNESS THEREOF**, the duly chosen representatives of the parties hereby affirm that they have authority to enter into this agreement on behalf of themselves and their principals and hereto affix their hands.

**TAHOE TRANSPORTATION DISTRICT**

  
\_\_\_\_\_  
Carl Hastey, District Manager

November 23, 2020  
\_\_\_\_\_  
Date

**TEAMSTERS LOCAL UNION NO. 533**

  
\_\_\_\_\_  
**Chris Fuqua, Business Agent**

11/23/2020  
\_\_\_\_\_  
Date