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## **ARTICLE 1. PURPOSE AND PREAMBLE**

- a. This Agreement is made and entered into by and between Amalgamated Transit Union, Local Division 1225 ("ATU"), its successors and assigns, and Monterey-Salinas Transit, a public agency ("MST"), its successors and assigns. This Agreement is intended to comply with all provisions of the Meyers-Milias-Brown Act pertaining to public agencies.
- b. The parties hereto have met and conferred in good faith on matters of wages, benefits, and working conditions. This Agreement represents mutually acceptable terms and conditions; and items, proposals, offers, counter-offers, or other matters discussed during the meet-and-confer process that are not specifically written in this contract are rejected.
- c. All rights of MST as a public entity and employer, except as specifically limited by the provisions of this Agreement, are retained by MST. These rights include but are not limited to MST's right to direct the workforce, establish work rules, select business methods, determine employee duties, relocate business operations, and adopt technological change. MST shall nonetheless comply with all required provisions of the Meyers-Milias-Brown Act in the exercise of its retained rights.

## **ARTICLE 2. PERSONAL LEAVE**

a. MST employees covered by this agreement shall be entitled to and take time off ("personal leave") with pay in accordance with the provisions of this Article.

All employees covered by this agreement, except Limited Duty employees, shall accrue personal leave credits at the following rates per payroll period, provided the employee has reported for duty for one full scheduled work day during that payroll period. New rates of accrual shall begin the first pay period after that employee has worked the required number of hours to advance to the next higher accrual rate. "Time worked" shall mean all time an employee is in a paid status, including holiday leave, personal leave (scheduled and unscheduled), or jury duty. "Time worked" shall not apply to unpaid leave, workers compensation, SDI disability leave, or occupational illness or injury.

### **Table A-1**

- (1) From 0 to 2,080 hours worked – 4.31 hours per pay period.
- (2) From 2081 to 10,400 hours worked – 5.85 hours per pay period.
- (3) From 10,401 to 22,880 hours worked – 7.38 hours per pay period.
- (4) From 22,881 to 31,200 hours worked – 8.92 hours per pay period.
- (5) After 31,200 hours worked – 10.46 hours per pay period.

### **Table A-2**

For employees with a date of hire on or after June 30, 2011, shall replace Table B-1 set forth above:

- (1) From 0 to 2,080 hours worked – 4.31 hours per pay period.
- (2) From 2081 to 6,240 hours worked- 5.08 hours per pay period.
- (3) From 6,241 to 10,400 hours worked – 5.85 hours per pay period.
- (4) From 10,401 to 22,880 hours worked – 7.38 hours per pay period.
- (5) From 22,881 to 31,200 hours worked – 8.92 hours per pay period.
- (6) After 31,200 hours worked – 10.46 hours per pay period.

### **Table A-3**

For the employee with a date of hire on or after January 1, 2014, shall replace the Tables set forth above:

- (1) From 0 to 2,080 hours worked – 4.31 hours per pay period.
- (2) From 2,081 to 6,240 hours worked – 5.08 hours per pay period.
- (3) From 6,241 to 10,400 hours worked – 5.85 hours per pay period.
- (4) From 10,401 to 22,880 hours worked – 7.38 hours per pay period.
- (5) After 22,881 to 35,360 hours worked – 8.92 hours per pay period.
- (6) After 35,360 hours worked – 10.46 hours per pay period.

- b. Dependent upon personal leave credits earned, the maximum pay will be run or shift time when vacation is taken. Extra Board Operators shall be paid eight (8) hours per day from accumulated personal leave credits.
- c. Personal leave credits may be accumulated up to a maximum amount of 1040 hours.
- d. The personal leave accrual to which an employee shall become entitled to hereunder shall be determined as of the commencement date of the vacation period the employee shall select as herein provided, or as of the date of termination of their employment, as the case may be.
- e. Employees may receive forty (40) hours or more of personal leave pay on the payday immediately preceding their scheduled vacation.
- f. Any employee shall be paid accrued personal leave pay on any payroll they request, provided: 1) the employee makes a written request at least fourteen (14) days in advance of the payroll; and 2) the employee has taken or applied for at least five (5) consecutive vacation days during the past twelve (12) months, and personal leave payout equals twenty four (24) or more hours.
- g. An employee leaving the service of MST shall be entitled to all personal leave and Holiday accruals and receive same in cash.
- h. A "week" shall mean five (5) days or forty (40) hours. An employee working a four (4) day, ten (10) hours per day assignment will have completed a "week" for the purpose of accumulating personal leave credits. An Extra Board Operator available for work but not completing forty (40) hours will have completed a "week" for the purpose of accumulating personal leave credits.
- i. Employees shall not accrue personal leave during their first 1040 hours of time worked. All absences by an Employee during this period shall be in an unpaid status. Employees on unpaid leave shall not accrue personal leave.
- j. MST must permit at least eleven (11) of its Coach Operators to be on personal leave at any time, except that this leave quota may be reduced by MST during a special community event (e.g. 1<sup>st</sup> Night, County Fair or other events) during which MST has a contract to provide service, or during natural disaster or public emergency. The vacation quota allowed under this provision shall be reduced by three (3) during scheduled negotiations for the renewal or extension of this Agreement. Additional operators shall be allowed vacation if there are sufficient operators available. Emergency absences and scheduled, routine medical appointments shall be counted as absences for purposes of setting the above quota. The Communications Center may allow non-routine medical appointments (those medical appointments required as a medical necessity, or for which undue hardship will result if the appointment must be rescheduled) as an exception to this rule, and those appointments shall not count against the above quota. At the commencement of time off, the employee must have sufficient hours of paid personal leave available.

k. MST shall allow personal leave to be utilized for an approved in-patient drug or alcohol rehabilitation program, provided the program meets the coverage provisions of Article 13.

l. Any sickness or non-occupational injury which prevents an employee from performing the duties of their regular job with MST shall be considered as sickness listed in this Article. Except for abusive use of personal leave, no employee shall be penalized, nor will their performance evaluation be downgraded because of an injury or illness. To use accrued personal leave benefits to call in sick for a single shift an employee must have notified the proper official of MST no later than one hour prior to the time scheduled to report for work. This one-hour rule shall not apply to an employee who has reported to work. Requests for time off for vacation, holidays, physician, dental, or other routine medical appointments which can be scheduled in advance (emergency condition excepted) shall be submitted at least two (2) days in advance, prior to 10:00 a.m.. Requests received after this time may not be approved. A pattern of using personal leave to call in sick without good cause may be subject to discipline as attendance abuse. Calling in sick is not in and of itself attendance abuse. Charges of attendance abuse shall be governed by MST's disciplinary procedure and handled on a case-by-case basis. Charges of attendance abuse will not be based solely upon the number of days or incidents; rather, MST shall articulate reasons to support its determination of attendance abuse for each case.

m. Coach Operators shall provide notification of returning to work from personal leave to the proper official of MST no later than 10:00 a.m. two (2) days prior to the time scheduled to report to work. Notifications received after this time may not be approved.

n. Maintenance Department employees shall provide written or oral notification of returning to work from unscheduled personal leave to the proper official of MST no later than 5:00 p.m. one day prior to the time scheduled to report to work. Notifications received after this time may not be approved.

o. Payment of daily personal leave benefits shall be equivalent to the run time scheduled for that day. Extra Board operators who are, not on their bid day off (BDO) or assigned day off (ADO), or who are not assigned a run because of their illness, shall be paid eight (8) hours personal leave pay, if accrued. Operators who are not scheduled for work, on "OFF" status, shall not be paid personal leave time.

p. Employees on personal leave during a contract holiday will be entitled to holiday pay.

q. Any employee using accrued personal leave to report sick or disabled on the day before or the day after a day off (whether a regular day off or other authorized absence), or any employee who becomes sick after reporting for duty, may be required to provide a medical certificate proving illness or disability for said absence. A pattern of personal leave use to call in sick without good cause may be subject to discipline as attendance abuse.

r. Personal leave accruals for each employee shall be posted on their paycheck stub.

s. The provisions of this Article shall not apply to Limited Duty Employees.

**ARTICLE 3.           HOLIDAYS**

- a.       Each employee shall be entitled to the following holidays:



New Year's Day,  
Martin Luther King Day,  
President's Day,  
Memorial Day,  
Fourth of July,  
Labor Day,  
Veteran's Day,  
Thanksgiving Day,  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day.  
New Year's Eve Day

In addition, each employee shall be entitled to one (1) floating holiday which shall accrue on the first day of the first pay period in July each year for those employees who have been employed for at least twelve (12) months as of that date. An employee who had been employed for at least twelve (12) months as of July 1st but who worked less than one thousand and forty (1040) hours during the twelve (12) months of the prior fiscal year shall not accrue this floating holiday.

b. Employees working a five-day per week schedule shall receive eight hours holiday accrual on all holidays regardless of the fact that the employee does or does not work on such holiday. Employees who are not available for duty as required by this Agreement shall not receive such holiday pay. Holiday pay shall not be used as an offset for minimum guarantee pay.

c. Regular operators scheduled to work a four days per week schedule week shall be paid eight hours holiday pay. Should these operators not work due to a reduced schedule, they shall be credited with ten (10) hours holiday pay. These ten (10) hours shall be credited as time worked for the purpose of computing overtime pay. Holiday pay shall not be used as an offset for minimum guarantee pay.

d. Employees who are not available for duty (e.g., due to a miss-out, suspension without pay, or leave of absence pursuant to Article 24) shall not accrue holiday pay.

#### **ARTICLE 4. HOLIDAY TIME OFF**

- a. This Article provides for additional flexibility for the employee in the use of holiday pay benefits. This Article is to provide additional opportunities for time off from work.
- b. Under the following circumstances, an employee shall be entitled to choose between receiving holiday pay or accruing time off:
  - (1) A Holiday falls on a regular day off (RDO, ADO, or BDO); or
  - (2) An employee works on a Holiday.
- c. Employees shall designate their choice between pay and accruing time off by indicating the employee intends to take either "Holiday Pay" or "Accrue Holiday Time." The employee shall be paid Holiday Pay (not Accrue Holiday Time off) if the employee does not designate their choice or if the employee is unable to Accrue Holiday Time off by reason of meeting or exceeding the accrual cap. To select "Accrue Holiday Time" Operator must be able to accrue at least hour of time or said time will be paid.
- d. Employees may use Accrued Holiday Time off by submitting their name for any vacant date on the vacation schedule by 10:00 a.m. three (3) days prior to the holiday. Requests received after this time may not necessarily be approved.
- e. The maximum accumulation of Accrued Holiday Time off shall be one hundred twelve (112) hours.
- f. Employees leaving the service of MST shall be paid for Accrued Holiday Time.
- g. Should any provision of this Article be found to be in violation of the Fair Labor Standards Act (FLSA) or other applicable statutes, this Article in its entirety shall be null and void.
- h. Holiday pay will be credited and paid according to the requirements of the Fair Labor Standards Act (FLSA). Accrued Holiday Time shall be paid at straight time, only.
- i. Any employee shall be paid for Accrued Holiday Time on any payroll provided a written request is submitted at least fourteen (14) days in advance of the payroll.

## **ARTICLE 5. DONATION OF PERSONAL LEAVE**

a. From time to time an employee may not have a personal leave balance necessary to meet their need to care for themselves or their immediate family by reason of a catastrophic or life threatening illness or injury. This Article enables MST employees to donate one or more hours of their accrued personal leave or Holiday accrual for the benefit of that employee. Donated hours shall only be made in whole hour increments. Each donated hour shall be deducted from the donor employee's accrued personal leave or holiday balance, and added to the recipient employee's personal leave balance.

b. ATU shall prepare and transmit to MST a single list that shows the name of the recipient employee, the names of each donor employee, and the hours donated under this article. So long as MST accurately adjusts accrual balances in accord with the list provided by ATU, no grievance shall arise by reason of this article. Further, ATU shall hold MST harmless for any claim that an employee did not authorize the donation.

c. MST shall not be required to implement donations under this article more frequently than one (1) list each calendar quarter. More frequent requests, at the sole discretion of MST, may be denied, provided however, that ATU shall be consulted prior to such denial.

## **ARTICLE 6. FUNERAL LEAVE**

a. In the event of the recent death of an employee's spouse, children of the employee, children of the employee's spouse, Principal Domestic Partner (defined in Article 7), parents of the employee, parents of the employee's spouse, brother or sister of the employee, brother or sister of the employee's spouse, adopted children or legal guardians of the employee, grandparents, grandchildren or any person who is a member of the employee's immediate household, said employee shall be permitted to take five consecutive days bereavement leave, excluding the employee's regular day off (RDO).

b. Any or all of the five days falling upon the employee's regular scheduled work day shall be charged against the employee's personal leave accrual and the employee shall be paid benefits for said days. As an exception for use of leave taken for bereavement purposes for a relative listed above, however, an employee may request time off with pay (without debiting their personal leave bank) not to exceed three (3) days in a calendar year. In the event the employee has accumulated insufficient personal leave, the employee shall be permitted to use holiday accrual time for the absence. Should all of the above be or become exhausted, the employee shall be considered on unpaid leave of absence for the remainder of the funeral leave.

c. (1) From time to time an employee may not have sufficient accruals to take paid leave for funeral purposes as contemplated in this Article. In that event, MST employees may donate one or more hours of their accrued personal leave for the benefit of that employee.

(2) Donated hours shall only be in whole hour increments and must be used for the purpose of funeral leave. Each hour that is donated shall be deducted from the donor employee's accrued personal leave and/or Holiday balance, and added to the recipient employee's personal leave balance. Total donated hours shall not exceed forty (40) hours.

(3) MST shall not make more than one adjustment to accruals for each occasion of funeral leave. ATU shall prepare and transmit to MST a single list which shows the name of the recipient, the names of each donor, and the hours donated under this provision. So long as MST accurately adjusts accruals in accord with the list provided by ATU, no grievance shall arise by reason of this provision and ATU shall hold MST harmless for any claim that an employee did not authorize the donation.

## **ARTICLE 7. FREE TRANSPORTATION**

- a. MST shall grant free transportation over its lines to all employees, spouses, principal domestic partners living full time within the employee's permanent residence, dependent children, parents of all employees, retirees and spouses, widows, widowers and minor children of deceased employees.
- b. The term "Principal Domestic Partner" is defined as an unmarried equivalent of spouse who shares the same residence with an employee. The employee shall sign each application for free transportation for his/her spouse or principal domestic partner. Only one person shall qualify as spouse or principal domestic partner at the same time, and only one such application may be made each year.
- c. This Article shall not apply to transportation provided by the Rides Program.
- d. MST shall determine whether this Article shall apply to other Contract Service, upon consultation with ATU, at the time that Contract Service begins.

## **ARTICLE 8. LOSS OF PROPERTY**

a. The proven loss, damage or destruction of personal property of an employee, from theft, accident or violence, or other cause not the result of negligence or willful act of the employee, while the employee is on duty, shall be reimbursed by MST. This provision shall not apply to privately owned motor vehicles or their contents. This provision shall be limited to a personal property loss incurred on or about MST property, facilities, or equipment. Reimbursement shall not exceed two hundred and fifty dollars (\$250) per occurrence (excluding the value of a wedding ring or watch) unless each of the following conditions are met: (1) a written list of property has been provided to and approved by MST; (2) the list will include the fair value for each item, serial number, model number, date of purchase and cost; and (3) MST recognizes and approves these items for use while on and during duty hours.

b. MST will reimburse an employee for personal tools left on MST premises when the employee is not on duty if the tools are secured in accord with MST rules. This provision shall be limited to tool loss and in no event shall exceed five hundred (\$500) per occurrence without the prior submission of a written schedule of property to MST, and approved by MST as to 1) the fair value for the tools, and 2) that MST requires the employee to use those tools for use during hours of employment.

c. An employee shall not be required to reimburse MST for loss of MST property under the employee's care or custody when lost, damaged or destroyed for the causes stated above.

## ARTICLE 9. COACH OPERATOR UNIFORMS

- a. MST shall provide payment for Coach Operator uniforms in the amounts and at such times as set forth in this Article. After the initial issuance of uniforms or "uniform payment," only uniforms shall be worn on duty. Each Coach Operator shall maintain his/her uniform in proper repair and in a neat and clean condition. Uniforms shall be worn in accordance with MST policy.
- b. New Coach Operator trainees shall be issued uniforms during their training period in the quantity MST deems appropriate. MST shall provide Coach Operator trainees at least one (1) jacket or sweater, six (6) shirts, one (1) MST yellow safety vest, and four (4) pants.
- c. All uniforms (including MST yellow safety vest shall be the property of MST and all uniforms, logos, insignia and similar items of identification shall be turned in upon the termination of employment of a coach operator. It is presumed that shirts and pants will have a useful life of two years from the date of purchase. This period of usage may be increased or decreased by the General Manager/CEO (or his/her designee) if the items, based upon his/her physical inspection, have a longer or shorter useful life.
- d. Uniforms, jackets, sweaters, MST yellow safety vests, and shoes purchased by Coach Operators shall be at the employee's expense. Employees shall obtain uniforms on off-duty (non-paid) time.
- e. Employees shall be allowed to wear either long or short-sleeved shirts and a sweater at any time of the year. Uniforms, MST-approved hats, jackets, patches and shoes shall be worn in accordance with MST policy.
- f. In the event there is a change in current uniform requirements, ATU and MST shall meet and confer on the matter. In addition, ATU and MST shall each appoint two individuals to serve on a volunteer Uniform Committee to meet at the call of either MST or ATU (with or without pay, as determined in the sole discretion of the General Manager/CEO). Uniform Committee meetings shall not occur more than four times each year. Uniform Committee meetings shall be mandatory if attendance is in a paid status, but shall be voluntary if attendance is in an unpaid status. The committee shall limit its review to uniform issues; its recommendations shall be given due weight but shall be non-binding upon either MST or ATU.
- g. The terms "uniform/cleaning payment shall mean funds payable by MST directly to the employee which the employee shall use exclusively for the purchase or cleaning of approved uniforms, uniform sweaters, uniform jackets, or uniform shoes.
- h. During the first full pay period of March each coach operator whose initial date of employment was on or before February 1st of the prior year shall receive a "uniform/cleaning payment" of four hundred seventy-five dollars (\$475.00). New employees shall receive a "uniform/cleaning payment" prorated for the portion of the year worked after completion of the introductory period. Employees who are on unpaid leave, SDI disability leave, occupational illness or injury on the date the uniform/cleaning is paid shall not receive the uniform/cleaning

payment until the first pay period after they report to work; employees that do not return to work, or who have not worked any hours during the prior year, shall be deemed to not have earned the uniform/cleaning payment.

i. Pregnant coach operators shall receive a check in the sum of two hundred dollars (\$200.00) effective upon the need for maternity uniforms.

j. MST will provide rain gear for all Coach Operators, at no cost to the employee. Coach operators may also wear personal rain gear; such gear shall be limited to MST approved style, and shall be either navy blue or black. All personal rain gear shall be provided at the employee's own expense.

k. If MST changes uniform styles, MST shall pay or provide coach operators the equivalent of four shirts, two pants, and one jacket/sweater. All operators shall be allowed a sixty (60) day changeover period during which either uniform may be worn. MST may dispense with the changeover period if it provides an additional two (2) shirts and two (2) pants to each coach operator. If MST requires an additional style of uniform, MST shall pay or provide the employee a minimum of four shirts, two pants, and one jacket/sweater depending upon required use. At the time an employee returns to duty from an illness or injury covered by either workers compensation leave (O.I.) or State Disability Leave (SDI), that employee shall be provided or paid for uniforms pursuant to this paragraph for any uniform style change which took place during that employee's absence.



## **ARTICLE 10. MAINTENANCE UNIFORMS**

MST shall provide maintenance employees with appropriate uniforms as follows:

Coveralls or shirts/pants (thirteen (13) sets, total),  
safety shoes (one (1) pair),  
jackets (two (2)),  
vests (two (2)),  
rain gear (one (1) set), and  
Class 3 safety apparel and/or rain gear, as needed.

If required to be worn, MST shall provide maintenance employees with:  
rubber boots (one (1) pair),  
leather gloves (one (1) pair).

MST shall provide for the maintenance, cleaning, and necessary replacement of such clothing. Uniforms shall be worn in accordance with MST Policy.

MST shall provide purchase orders or reimburse maintenance employees (for circumstances where shoes cannot be acquired by purchase order) up to two hundred fifty dollars(\$250.00) towards the purchase of safety shoes. For mechanics, no more than one (1) pair of safety shoes shall be purchased each six (6) months. For facility technicians and utility service persons, no more than one (1) pair of safety shoes shall be purchased each three (3) months.

## **ARTICLE 11. LOCKERS**

- a. MST will furnish adequate lockers, wash room, drinking and toilet facilities in all the Maintenance shops. MST shall maintain all toilet facilities in a sanitary condition.
- b. After giving five (5) working days written notice to ATU (and posting this notice within each affected locker room area), MST may periodically clean, maintain, or repair lockers. If the employee is not present due to vacation or extended illness, an ATU official shall be given an opportunity to be present when the locker is opened; if the lock must be cut because the employee is on vacation or extended illness, MST shall, at its option, either replace the lock or reimburse the value of the lock to the employee.
- c. If MST has reasonable suspicion that an employee's locker contains firearms or explosives, or for other cause (i.e. safety, security, or health) with the written consent of an ATU official, MST may inspect the employee's locker without providing the notice set forth in paragraph (b), provided an ATU official is present at the time the locker is opened. If the lock must be cut, MST shall, at its option, either replace the lock or reimburse the value of the lock to the employee.

## **ARTICLE 12. DRIVER'S ROOM, EQUIPMENT & SANITARY FACILITIES**

- a. Suitable sanitary facilities shall be provided at MST owned operating facilities and an opportunity afforded for use of same. MST facilities shall be kept in a clean and sanitary condition by MST.
- b. The Drivers' rooms at all MST operating and maintenance facilities shall be provided and furnished with sufficient lockers, tables, benches or chairs, and suitable facilities shall be provided for making out reports.
- c. Both MST and the Employee shall provide their best efforts to maintain tools, equipment and facilities in a clean and proper condition. Equipment shall leave the MST lot cleaned and in proper working condition.

## ARTICLE 13. HEALTH AND LIFE INSURANCE

a. **IRS Section 125 Plan.** During the term of the Agreement MST shall maintain an IRS Section 125 plan for employee medical, dental, vision, life insurance and other benefits. This plan shall be available to eligible MST employees covered by this Agreement, as provided in subparagraph h below.

b. **Benefit Options.** The IRS Section 125 employee benefit plan shall offer the following choice of benefits to each eligible MST employee covered by this Agreement during the term of this agreement:

- group life insurance coverage for each eligible employee who qualifies in the amount of (\$30,000).
- group dependent life insurance in the amount of five thousand dollars (\$5,000) for each eligible employee whose dependents qualify and who elects this coverage.
- group employee medical coverage for each employee or their dependent(s) who elects this coverage.
- dental plan coverage for each eligible employee or their dependent(s) who elects this coverage.
- vision plan coverage for each eligible employee or their dependent(s) who elects this coverage.
- short term disability coverage for each eligible employee who elects this coverage.
- additional term life insurance coverage for each eligible employee or each dependent who elects this coverage.
- cancer care coverage for each eligible employee who elects this coverage.

Depending upon group coverage requirements and plan design, selection of some options may be mandatory (e.g., dental, life or vision coverage), and others may be voluntary, and others may (from time to time) not be available. Eligibility may depend upon underwriting or plan considerations.

c. **In Lieu Payout.** MST shall fix its in lieu contribution at \$400/mo. for each employee electing not to receive medical coverage. In order to be eligible for the in lieu payout employees must provide proof of insurance to MST. Employees who receive in lieu shall complete all required state and federal paperwork along with proof of qualifying coverage

d. **Additional Payroll Deduction.** For each month when the benefit options selected by the employee under this plan exceed the full MST contribution for that employee, that employee

shall pay by payroll deduction the full cost (100%) which exceeds MST's contribution for that employee.

e. **Section 125 Administration.** If IRS Rule changes threaten the tax exempt status of the Section 125 Plan, the parties will meet and confer regarding modifications to the Plan to allow it to retain its tax exempt status. To ensure this Section 125 plan shall not incur unreasonable costs, special coverage limits or exclusions may apply.

If benefit options in effect as of ratification of this Agreement are no longer offered by the carrier during the term of this Agreement, MST shall notify ATU of changes in available benefits, and the parties shall meet and confer regarding the impact of the change, including alternate benefits or plan design. MST may also meet and confer with ATU as to the need or advantage to add, remove, or modify benefit options (including, but not limited to, coverage levels and limits, deductible, and co-pay requirements) to this plan during the term of this Agreement. Benefit options may not be removed or diminished during the term of this Agreement without the mutual agreement of the parties.

f. **Monthly MST Contribution.** MST shall contribute to the IRS Section 125 employee benefit plan, for each eligible MST employee covered by this Agreement (eligibility is defined in subparagraph h below). MST shall make the following monthly contribution depending on the plan and coverage tier selected by the employee; these payments shall take effect the first full pay period beginning after the date shown: Tier I: Employee Only Coverage; Tier II: Employee plus One coverage; Tier III: Employee plus Two or more = (Family coverage). For each month when the full MST contribution is not used by that employee to obtain benefit options under this plan, the employee shall be paid the balance as a payroll credit.

f-1. Effective upon the first full pay period following ratification MST and the employee shall share the cost of medical coverage of the employee as follows:

f-2. MST shall pay 92% for costs of medical coverage for the Employee Only plan, as selected by the Employee and the Employee shall pay the remaining cost of any such coverage.

f-3. MST shall pay 90% for costs of medical coverage of the Employee plus 1 or the Employee plus Family Only plan, as selected by the Employee and the Employee shall pay the remaining cost of any such coverage.

f-4. The employee shall pay 100% of the cost of dental, vision, supplemental cancer care coverage selected, as well as 100% of any life or disability insurance as the employee may select.

g. **Retired Employee Eligibility.** Retired employees, dependent upon group coverage conditions, limitations and exclusions, may be eligible for group medical care coverage. If a retired employee meets all eligibility requirements and requests medical coverage, MST shall contribute on behalf of that retiree the minimum amount allowable for the employer portion of cost under that medical plan, and the retiree shall be responsible for all remaining monthly costs.

h. **Eligible Employees** This paragraph defines MST employees covered by this Agreement and eligible to receive funding from MST under its IRS Section 125 plan.

h-1. Each employee (except as provided in section h-2 below) shall be eligible to enroll in the IRS Section 125 plan on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) full month that occurs following twenty-eight (28) days after the day that employee first reports to work. Insurance coverage selected by that employee shall then begin in accord with underwriting criteria applicable to each carrier and each policy. The monthly MST contribution set forth in subparagraph f shall apply to the date that coverage begins.

h-2. The following groups of employees shall not be eligible for any MST contribution to this IRS Section 125 Plan: any limited duty employee; any employee on a leave of absence of thirty (30) days or longer not covered by FMLA/CFRA, any employee on unpaid personal leave not covered by FMLA/CFRA.

i. **Employees on a Leave of Absence.** For each employee on a leave of absence of less than thirty (30) days, MST shall continue its contribution in accord with paragraph d above. (This provision shall not apply to limited duty employees.) During any leave of absence of thirty (30) days or longer, or for any unpaid personal leave not covered by FMLA/CFRA, MST shall cease all contributions to the IRS Section 125 employee benefits plan on behalf of that employee. Paragraph d shall not apply to any employee on a leave of absence of thirty (30) days or longer. Each employee taking any leave of absence of thirty (30) days or longer shall bear full responsibility for all costs (100%) of benefits under the IRS Section 125 employee benefit.

## **ARTICLE 14. RETIREMENT – PERS**

Effective the first pay period that begins after ratification of this Agreement:

a. MST shall make sufficient contributions to maintain the benefits provided under the pre-existing PERS contract for “classic members” during the life of this Agreement:

- 2% @ 55, with single year compensation calculation
- Military Service Credit
- Section 21571, 1959 Survivor Allowance – First Level
- Section 21548, Pre-Retirement Optional Settlement 2 Death Benefit

b. MST shall make sufficient contributions to maintain the benefits provided under the pre-existing PERS contract for “new members” during the life of this Agreement. “New members” are defined as any member who does not meet the CalPERS definition as a CalPERS “classic member”:

- 2% @ 62, with three (3) year average compensation calculation
- Military Service Credit
- Section 21571, 1959 Survivor Allowance – First Level
- Section 21548, Pre-Retirement Optional Settlement 2 Death Benefit

c. MST shall pay 100% of the PERS contribution for the employer. The employee shall fund 100% of the employee share of PERS actuarial contributions, provided the employee share of PERS actuarial contributions is capped at 7%.

d. Article 52 shall apply in the event California or federal law requires modification of pension benefits for any active ATU employee.

# **BASIC WAGE RATES**



## ARTICLE 15. BASIC WAGE RATES

**Each ATU employee employed on date of ratification shall receive four hundred (\$400.00) dollars as a signing bonus paid at the second full pay period following final ATU and MST ratification of the 2022 Collective Bargaining Agreement.**

- a) Trainees shall be paid eighteen (\$18.00) dollars per hour. MST may increase Trainee wages above the minimum without ATU consent.
- b) For the wage step plans attached to this Article, step 1 is the entry level and introductory period. An employee shall advance to Step 2 at the beginning of the first pay period following one thousand (1,000) hours worked in Step 1, advance to Step 3 after two thousand (2,000) hours worked in Step 2, advance to Step 4 after three thousand (3,000) hours worked in Step 3, and advance to Step 5 after four thousand (4,000) hours worked in Step 4.
- c) Effective the pay period beginning on January 7, 2023, hourly wages shall be as shown in Table 2 of this contract (6%).
- d) Effective the pay period beginning on January 6, 2024, hourly wages shall be as shown in Table 3 of this contract (3%).
- e) Effective the pay period beginning on January 4, 2025, hourly wages shall be as shown in Table 4 of this contract (3%).

<b>Hourly Wage Table-Table 2 (6%)</b>						
<b>Effective January 7, 2023</b>						
<b>Position</b>	<b>No Step</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Ste4</b>	<b>Step 5</b>
<b>Limited Duty Seasonal Utility Service</b>	\$18.00					
<b>Limited Duty Coach Operator</b>	\$18.00					
<b>Coach Operator Trainee</b>	\$18.00					
<b>Suburban Board Coach Operator</b>		\$21.23	\$22.34	\$23.52	\$24.76	\$26.07
<b>Coach Operator</b>		\$27.20	\$28.56	\$29.99	\$31.51	\$33.11
<b>Utility Service Person</b>		\$22.40	\$23.50	\$24.71	\$25.91	\$27.20
<b>Facility Technician I</b>		\$24.71	\$25.91	\$27.20	\$28.15	\$29.99
<b>Facility Technician II</b>		\$28.56	\$29.99	\$31.51	\$33.11	\$34.77
<b>Facility Technician III</b>		\$29.99	\$31.50	\$33.06	\$34.78	\$36.50
<b>Inventory Clerk</b>		\$25.91	\$27.20	\$28.56	\$29.99	\$31.51
<b>Electronic Technician</b>		\$35.45	\$37.26	\$39.11	\$41.09	\$43.13
<b>Mechanic C</b>		\$32.13	\$33.77	\$35.23	\$37.16	\$39.05
<b>Mechanic B</b>		\$35.74	\$37.48	\$39.36	\$41.35	\$43.36
<b>Mechanic A</b>		\$40.52	\$42.52	\$44.65	\$46.89	\$49.23

<b>Hourly Wage Table-Table 3 (3%)</b>						
<b>Effective January 6, 2024</b>						
<b>Position</b>	<b>No Step</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Ste4</b>	<b>Step 5</b>
<b>Limited Duty Seasonal Utility Service</b>	\$18.00					
<b>Limited Duty Coach Operator</b>	\$18.00					
<b>Coach Operator Trainee</b>	\$18.00					
<b>Suburban Board Coach Operator</b>		\$21.87	\$23.01	\$24.23	\$25.50	\$26.85
<b>Coach Operator</b>		\$28.02	\$29.42	\$30.89	\$32.46	\$34.10
<b>Utility Service Person</b>		\$23.07	\$24.21	\$25.45	\$26.69	\$28.02
<b>Facility Technician I</b>		\$25.45	\$26.69	\$28.02	\$28.99	\$30.89
<b>Facility Technician II</b>		\$29.42	\$30.89	\$32.46	\$34.10	\$35.81
<b>Facility Technician III</b>		\$30.89	\$32.45	\$34.05	\$35.28	\$37.60
<b>Inventory Clerk</b>		\$26.69	\$28.02	\$29.42	\$30.89	\$32.46
<b>Electronic Technician</b>		\$36.51	\$38.38	\$40.28	\$42.32	\$44.42
<b>Mechanic C</b>		\$33.09	\$34.78	\$36.29	\$38.27	\$40.22
<b>Mechanic B</b>		\$36.81	\$38.60	\$40.54	\$42.59	\$44.66
<b>Mechanic A</b>		\$41.74	\$43.80	\$45.99	\$48.30	\$50.71

<b>Hourly Wage Table-Table 4 (3%)</b>						
<b>Effective January 4, 2025</b>						
<b>Position</b>	<b>No Step</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Limited Duty Seasonal Utility Service</b>	\$18.00					
<b>Limited Duty Coach Operator</b>	\$18.00					
<b>Coach Operator Trainee</b>	\$18.00					
<b>Suburban Board Coach Operator</b>		\$22.53	\$23.70	\$24.96	\$26.27	\$27.66
<b>Coach Operator</b>		\$28.86	\$30.30	\$31.82	\$33.43	\$35.12
<b>Utility Service Person</b>		\$23.76	\$24.94	\$26.21	\$27.49	\$28.86
<b>Facility Technician I</b>		\$26.21	\$27.49	\$28.86	\$29.86	\$31.82
<b>Facility Technician II</b>		\$30.30	\$31.82	\$33.43	\$35.12	\$36.88
<b>Facility Technician III</b>		\$31.82	\$33.42	\$35.07	\$36.89	\$38.73
<b>Inventory Clerk</b>		\$27.49	\$28.86	\$30.30	\$31.82	\$33.43
<b>Electronic Technician</b>		\$37.61	\$39.53	\$41.49	\$43.59	\$45.75
<b>Mechanic C</b>		\$34.08	\$35.74	\$37.38	\$39.42	\$41.43
<b>Mechanic B</b>		\$37.91	\$39.76	\$41.76	\$43.87	\$46.00
<b>Mechanic A</b>		\$42.99	\$45.11	\$47.37	\$49.75	\$52.23

## **ARTICLE 16. MINIMUM WAGE GUARANTEE**

- a. Each regular employee assigned a regular run or shift shall be guaranteed weekly pay for the regularly scheduled number of hours on his/her run or shift, with a minimum of forty (40) hours per week, provided they are available and worked as assigned. Each work week shall begin at 2:00 a.m. on Saturday, and end at 1:59 a.m. the following Saturday.
- b. Operators called to duty during off duty hours shall be allowed a minimum of one hour to report.
- c. All Extra Board operators shall be guaranteed a minimum of eighty (80) hours' work each pay period provided they are available as provided by this Agreement. The term "work" means all hours during the period in a pay status.
- d. Fractions of a guaranteed period will be figured on a prorated basis, based upon the number of days the employee is available. "Available for service" means that an employee must be promptly accessible by telephone to be present at MST when so directed by MST.
- e. Minimum wage guarantees shall be prorated on the basis of availability of Extra Board operator on a per calendar week basis. (Each work week shall begin at 2:00 a.m. on Saturday, and end at 1:59 a.m. the following Saturday.) Extra Board operators must be available for assignments on a five day basis per calendar work week during each two week pay period to receive full minimum wage guarantee of eighty (80) hours. Extra Board operators are not required to be available on days off (ADO or BDO) in order to receive minimum wage guarantee.
- f. Extra Board operators who are not available as required by this Agreement shall have their minimum wage guarantee prorated, and reduced by eight (8) hours of pay at their prevailing rate of pay for each day of unavailability.
- g. Coach Operator Night Differential Pay shall be paid to any Coach Operator for any shift or run which begins during the period from 4:00 p.m. (1600 hours) until 2:00 a.m. (0200 hours), and shall be paid for the full duration of that shift. Coach Operator Night Differential Pay shall be at the rate of seventy-five cents (\$0.75) per hour, which shall be pro-rated for any partial hours worked.

## **ARTICLE 17. PAY FOR INJURY ON DUTY**

a. Compensation for on the job injury will be in accordance with Worker's Compensation rules provided an employee may use personal leave for the first three days, and the un-worked portion of the day of injury. When appropriate, if an employee is subsequently compensated under Worker's Compensation, an equivalent amount of personal leave will be credited.

b. MST shall require each employee to furnish evidence of injury or disability by a medical doctor.

c. MST may assign employees to work light duty at any transit-related work during regular office hours, to include but not be limited to answering phones, training, bus stop and vehicle inspection, passenger counts, clerical work, etc. Light duty work shall not be limited to cases of industrial injuries. No reduction in pay shall occur due to the assignment of light duty work. Light duty work shall first be assigned to employees with occupational injuries eligible for Worker's Compensation. Work shall be offered by seniority based upon the set of employees available for that work who have a physician's release, are able to perform the essential functions of the job required at the time the light duty assignment is first made, and possess the skill, aptitude and attitude needed to perform the light duty tasks. Thereafter, light duty work shall be assigned to employees who have non-occupational injuries. Assignment to light duty work to these workers shall also be made based upon the set of employees available for that work who have a physician's release, are able to perform the essential functions required at the time the light duty assignment is first made, and possess the skill, aptitude and attitude needed to perform the tasks. MST, in its discretion, may remove from light duty assignment any employee assigned to light duty tasks who is unable to perform the essential functions, or for other performance related reasons which may interfere with the light duty assignment. A statement of the reasons for such removal shall be provided to the employee and ATU. Such removal shall not be considered discipline, and shall not be subject to grievance. Light duty work shall be for the length of time determined by MST, in its sole discretion.

d. The provisions of this Article shall not prevail over Article 52.

## **ARTICLE 18. PAY FOR INTERVIEWS, TESTIMONY, INVESTIGATIONS**

- a. Employees required by MST or by subpoena to be absent from regular duties to obtain information, give testimony or for any other purpose in connection with MST, shall not suffer loss of time for this service.
- b. Employees off duty who are required to report to any location in connection with MST business will be allowed actual time consumed at place of interview, plus travel time in both directions with a minimum of two and one-half (2 ½) hours pay. Employees required to participate in committee meetings on their day off shall be paid a minimum of two and one-half (2 ½) hours. If no unpaid time occurs between the time an employee is paid to attend a meeting on their day of work and the beginning or end of that employee's shift, the employee shall be paid actual time only to attend the meeting, and guaranteed minimum time shall not be paid for that meeting.
- c. All reasonable and necessary expenses shall be borne by MST provided any expenditure shall be approved in advance.
- d. Employees attending court, inquests or other investigations, either as a result of a subpoena or at the direction of MST, on matters arising within the scope of employment by MST, shall not suffer any loss of wages as a result of the required absence from duties and shall be paid their regular hourly rate when said events occur during the employee's working hours. This Article shall not apply to employees attending court for the purpose of disputing or clearing traffic citations in which they have been cited.

## **ARTICLE 19. INSTRUCTOR PAY**

a. Line instructors shall first be selected from those operators who volunteer for said assignment. When insufficient volunteer instructors are on duty, other Operators may be assigned as line instructors with their consent, as needed by MST. When enough line instructors are still not available, MST may thereafter involuntarily assign any coach operator to line instruction. Line instruction is defined as training provided to new coach operators trainees; line instruction does not include providing familiarization to regular employees returning from an absence, and does not include behind the wheel training (BWT). Assignment to BWT training duty shall be at the sole discretion of MST, but the process and criteria for selection (or removal) of BWT shall be in accord with MST Policy. MST shall make reasonable effort to equalize assignments among BWT based on training needs, trainer availability, and operational needs.

b. Line instructors shall be paid an additional three dollars and twenty-five (\$3.25) cents per hour or portion thereof on a pro-rata basis for duties devoted to line instruction, plus the actual time used to complete the required report, not to exceed thirty (30) minutes. Line instruction is defined as training provided to new coach operator trainees; line instruction does not include providing familiarization to regular employees returning from an absence. Operators who only provide route familiarization instruction shall not receive the additional hourly pay, but shall receive report writing pay if a report is required. Instructor pay shall be paid for form time, but shall not be paid for intervening time.

c. BWT trainers shall be paid an additional three dollars and fifty cents (\$3.50) per hour or portion thereof on a pro-rata basis for all field activities devoted to BWT training.

d. MST shall not use ATU employees to periodically conduct:

- classroom training;
- D.O.T prescribed classes;
- annual update training for coach operators; and
- new equipment familiarization.

e. Employees are eligible to receive pay under only one (1) of the preceding two (2) paragraphs at the same time. (For example, a BTW trainer shall be paid as a BWT trainer, but shall not also receive Line Instruction pay.)

f. ATU and MST shall each encourage line instructors to voluntarily participate on committees.



## **ARTICLE 20. JURY DUTY**

a. All employees, upon receiving notice to report to jury duty, including pre-jury testing or other form of jury duty order, shall immediately notify MST, or shall waive payment for jury duty under this Article.

b. An employee required to report for jury duty shall be entitled to time-off only for time the employee is actually required to physically report to the Courthouse. On those days, the employee shall receive full pay for said time required to attend Court. On any day in which the employee is released from jury duty without sufficient time to report to MST to resume their assignment, the employee shall not suffer any loss in pay for that day. Employees shall only be paid jury duty pay provided they are scheduled to work on the day they are required to attend Court for the purposes of jury duty.

c. Should an extra board operator miss a work assignment because they is required to attend Court, that employee shall be paid eight (8) hours at straight time.

d. Employees shall use their best efforts to be lawfully excused from any jury service that requires service in excess of eight (8) weeks in any calendar year.

e. The employee shall be required to submit as proof the notification from the Court or Jury Commissioner. The employee shall be allowed to retain all fees, mileage or per diem awarded by law for said service.

f. An employee serving on jury duty shall be required to be available for assignment by MST on any day the employee is not required to be present in Court. Employees released from jury duty prior to 1:00 p.m. (1300 hrs.) shall contact MST for instructions regarding work or stand-by assignments. The previous sentence shall not apply to an employee who has been impaneled (called to sit) on a jury.

g. An employee who calls in sick or is otherwise unavailable for duty shall not be eligible for jury duty pay for that day.

## **ARTICLE 21. MILEAGE COMPENSATION**

a. An employee entitled to mileage shall be paid at the current IRS designated rate per mile so long as that amount does not result in taxable income to the employee which must be reported by MST. If so, the employee shall receive the highest non-taxable mileage compensation allowable under the federal income tax law.

b. When MST requires a Coach Operator or Maintenance employee to report to other than their regular place of work for any purpose other than light duty assignments, the employee shall be paid additional mileage beyond the miles the employee would ordinarily travel going to and from work. The mileage shall be calculated by taking the mileage from the employee's home to the new assignment, and deducting the mileage from the employee's home to the regular assignment. their

c. c.1. Coach Operators shall be paid for thirty-four (34) miles (round trip) if the employee is required to use their personal vehicle to report both to Salinas and Monterey Divisions in the same work day.

c. 2. Coach Operators shall be paid for ninety-eight (98) miles (round trip) if the employee is required to use their personal vehicle to report both to Salinas and to the South County Division in the same work day.

c. 3. Coach Operators shall be paid for one hundred-eighteen (118) miles (round trip) if the employee is required to use their personal vehicle to report both to Monterey and South County Divisions in the same work day, if the drive be required to Salinas in route between Monterey and South County Divisions, an additional seventeen (17) miles shall be paid.

# **EMPLOYMENT PROCEDURES SECTION**

## **ARTICLE 22. NON-DISCRIMINATION**

a. Both ATU and MST agree that all qualified applicants will receive equal consideration for employment and Union membership without regard to race, creed, ancestry, sexual orientation, color, age, sex, physical handicap or national origin.

b. MST reserves the right in its sole opinion to reject persons during an introductory evaluation period prior to regular employment, where those persons are unsatisfactory for service by reason of lack of expertise, background or experience. The introductory evaluation period is the last part of the selection process, and allows MST to judge the ability, competency, fitness and all other qualifications of employees to do the work for which they are employed. If the employee is absent from work during their introductory period, the period may be extended to meet the full introductory evaluation period.

## **ARTICLE 23. EMPLOYMENT TEST AND INTRODUCTORY PERIOD**

- a. Each non-maintenance employee hired by MST shall have one hundred eighty two (182) calendar days after the employee's initial date of employment to complete an Introductory Period. This period may be extended up to sixty (60) days with agreement of MST and ATU. The introductory evaluation period is the last part of the selection process and allows MST to judge the ability, competency, fitness and all other qualifications of an employee to do the work for which they is employed. If the employee is absent from work during their introductory period, the period may be extended to meet the full introductory evaluation period. An employee may be disqualified for further employment during the Introductory Period for any reason not prohibited by law, at the discretion of MST and such other actions shall not be subject to review under any provision of this agreement.
- b. Unless notified to the contrary during said Introductory Period, it will be understood that the application for employment has been accepted, unless it develops that false information materially affecting the acceptance of the application had been furnished by the applicant. In such event, the employee will be subject to dismissal by MST. Evidence of adverse information that may be cause for termination of employment will be furnished ATU and employee prior to final termination. Employees reclassified at the employee's request shall serve an Introductory Period ending the first pay period following one hundred eighty two (182) days of service in the new position.
- c. When a contract employee accepts a non-contract position, the employee loses seniority after successfully passing the introductory period in the non-contract position and said employee will not be permitted to sign for any contract service while in a non-contract position.
- d. A non-contract temporary position may be filled by a contract (ATU) employee for a period not to exceed one hundred eighty-two (182) calendar days. Should the employee return to a contract position, that employee cannot accept any non-contract position within the next three hundred and sixty four (364) calendar days.

## **ARTICLE 24. LEAVE OF ABSENCE**

- a. When operating conditions permit, a leave of absence may be granted an employee who has completed their introductory period. The provisions of this Article shall not modify or supersede any employment entitlement under Worker's Compensation laws; this Article is intended for use only in those circumstances where Worker's Compensation does not apply.
- b. Employees covered by this Agreement, for reasons other than sickness or disability, may, at MST's discretion, be granted leaves of absence without pay not to exceed three hundred sixty six (366) calendar days without loss of seniority. Except in emergency situations, an application for leave of absence shall be made to MST and ATU at least fifteen (15) days prior to anticipated commencement of such leave. Once a leave of absence under this section has been approved, MST shall not cancel the leave without the approval of ATU. Employees affected by this subparagraph, who fail for reasons within the employee's control to return to work after any leave of absence, shall be terminated.
- c. Leaves of absence due to sickness or disability (other than occupational injuries covered by Worker's Compensation) will be limited to three hundred and sixty five (365) days and can be used only provided the employee has worked at least one thousand (1,000) hours since the last date of an unpaid leave of absence by that employee due to sickness or disability. Employees must furnish MST satisfactory medical evidence of sickness or disability at least every (30) thirty days such sickness or disability endures. Seniority in such cases will not be affected. Employees who fail to return to work after the leave of absence will be terminated.
- d. An employee shall be deemed to have voluntarily resigned from employment with MST if that employee, while on leave of absence, either: (1) accepts gainful employment; or (2) fails to return to work on the planned end date for his/her leave of absence. Resignation shall be mandatory unless this requirement has been modified by the advance written agreement of MST, ATU and the employee. Failure to provide a timely and adequate response to any document request from MST to support a leave requests relating to FMLA, PDLA, CFRA, or ADEA may, at the discretion of MST, result in denial of the request; employees in those circumstances shall be deemed to have abandoned their job.
- e. In the event an employee becomes temporarily disqualified from driving, MST and ATU will meet and confer to give the employee every consideration in granting a leave of absence.
- f. An employee shall not earn, accrue or be paid benefits (including but not limited to holiday time, personal leave accrual, step advances, allowances, awards, etc.) while on a leave of absence or other absence from work without pay which extends beyond two full pay periods. This includes holidays, personal leave (vacation and sick) accrual, health insurance, insurance in lieu and/or retirement contributions. This does not apply to leaves due to illness or disability to the extent required by law. Any leave of absence for ATU business, in excess of five (5) consecutive days, will be under the provisions of this Article.
- g. Accrual of seniority will not be affected regardless of the type of leave of absence.

- h. Family Leave shall be provided as required by law. At the employee's option, they may use accrued personal leave while on leave under the Family Leave Act.

## **ARTICLE 25. ACCIDENT/INCIDENT REPORT**

- a. Employees required by MST to complete accident/incident reports shall be paid actual time to complete the report provided the report is completed on MST property or in the presence of an MST Supervisor. If the report is prepared outside MST, the employee shall not be paid for more than fifteen (15) minutes. Employees required to complete Worker's Compensation forms on MST property shall do so in a paid status. Operators shall indicate a start and completion time on each report. All reports shall be completed and returned to MST within 24 hours after the accident or incident. Except for emergencies, an employee shall not be entitled to any pay under this paragraph in the event the report has not been completed and received by MST within twenty-four (24) hours of the time of the accident or incident.
- b. When it is necessary for an employee to report to MST to make an accident report, he/she shall be paid travel time from point of departure to MST and return, unless a call-back is caused by the employee's failure to complete or properly fill out a required report.
- c. Provisions a and b of this Article shall not be applicable to employees making reports while on regular pay status.
- d. Accident/incident reports will ordinarily be reviewed by the supervisor on duty at the time the report is submitted. In the event an employee is required to make a second report after the first report has been reviewed and approved as complete, the employee shall be paid actual time used (not to exceed ½ hour) to make the second report. Except for emergencies, an employee shall not be entitled to any pay under this paragraph in the event the report has not been completed and received by MST within twelve (12) hours of the time it had been requested.
- e. Accident/incident reports will not be considered in determining any disciplinary action after a continuous period of thirty-six (36) months during which that employee has had no other like occurrences (i.e., accidents, or at-fault incidents, or at-fault occurrences).



## **ARTICLE 26. RE-INSTRUCTION & PHYSICALS**

- a. If after qualifying as a regular non-Introductory employee and after completing training, it is found that an employee requires re-instruction, the employee may be returned to training for such re-instruction and paid at their present hourly rate of pay.
- b. An employee returned to regular work after re-instruction shall be paid the rate of pay theythey would have been receiving had the employee not been returned to re-instruction.
- c. At any time MST has reasonable cause to believe that an employee is suffering from an illness, injury or other physical condition that impairs that employee's ability to properly perform the requirements of the employee's assigned position, MST may require the employee to take a physical examination. The employee shall allow the doctor's report as to that employee's fitness to fully perform required duties to be transmitted directly to MST. Said examination shall be performed by a physician determined by MST and at MST's cost. The employee shall be paid for the actual time required for said examination, including travel time, in accordance with the Wage Rate Schedule set forth in this Agreement. If MST requires a Coach Operator to undergo a physical exam which requires fasting, and the physical cannot be scheduled for the employee's RDO, BDO, or ADO, the employee shall, on the day of the physical, be off with pay before the physical, but shall report for duty within thirty (30) minutes, excluding travel time, after the physical has been completed. If an employee misses an MST required physical once it has been scheduled, that employee shall not be paid to attend the rescheduled physical. (MST shall pay the cost of the physical when the employee attends, but shall not pay the expense incurred [if any] by reason of the missed appointment.) If the employee misses the physical because of no fault of theirtheir own, the prior two (2) sentences shall not apply.
- d. This paragraph shall apply to any medical examination that is required by the Department of Motor Vehicles (DMV) to determine the physical condition of drivers. An employee may use the medical practitioner of theirtheir choice provided that practitioner certifies to MST that theythey have performed the exam in compliance with the DMV Guide for Physicians for the Medical Exam for Commercial Drivers. All costs associated with this exam and certification shall be paid by the employee, and the exam shall be taken during hours the employee is off duty. If the employee uses the MST physician to perform the DMV exam, however, MST shall pay for that exam and the employee shall be paid actual time in accord with paragraph (c) above.
- e. Employees required by MST to obtain a receipt or certificate from the DMV shall be paid for one hour of time to attend an appointment at DMV to obtain that document, if physical attendance is required by the DMV.

## **ARTICLE 27. JURISDICTION**

- a. Except in emergencies and as provided in this paragraph and paragraph (e) below, only Coach Operators shall be permitted to operate motor coaches in revenue service or when transporting passengers. "Passengers" shall not include MST employees or its consultants. In an emergency, when no Coach Operators are readily available, administrative and supervisory personnel may operate motor coaches in revenue or passenger service, provided they shall be relieved as soon as practicable after a Coach Operator becomes available. Administrative and supervisory personnel shall be permitted to operate motor coaches and other MST vehicles for the purpose of equipment testing, route surveys, training, Monterey Mobility Management Center training and other similar operations.
- b. Maintenance personnel, including administrative personnel not covered by the Agreement, shall, with training, operate motor coaches only when required to do so as a result of their maintenance and repair functions. This shall include driving a motor coach to and from the location of a disabled vehicle.
- c. MST shall use an operator who receives a miss out provided the operator has arrived within fifteen (15) minutes of his/her required schedule, and further provided work is available and no other operator has been assigned that work. In such an event, the miss out shall be changed to a late arrival. MST may choose, but is not required, to allow an operator to operate an assignment if the operator has not arrived within fifteen (15) minutes of the time scheduled. If that operator is allowed to work, the miss out shall be changed to a late arrival.
- d. If the employee volunteers, MST may assign that employee to the delivery of rider guides, passenger counts, inspection of equipment or facilities, inventory duties, or special projects.
- e. A limited exception to the provisions of paragraph (a) above shall permit the MST operation supervisors, trainers and safety/training officer to operate a coach in revenue service on an occasional basis for training purposes provided each of the following are met: (1) each person operating a coach in revenue service under this provision shall hold an appropriate California driver's license with passenger endorsement, and have previously completed training; (2) the ATU operator assigned to that run shall ride in the vehicle, shall have no other duties during that time, and shall have no loss of pay; and (3) the ATU operator shall not be required to instruct, advise or assist the operator of the vehicle, and shall have no responsibility for any accident or incident which may arise during that time.

## **ARTICLE 28. SAFETY**

- a. Both MST and ATU shall use their best efforts to comply with applicable city, county, state and/or federal safety and health laws, rules, and regulations. A timely response should be made to any statement of safety concerns. MST and ATU shall cooperate to ensure prompt and thorough investigation of health or safety concerns.
  
- b. Accidents, safety related incidents, determinations of "fault", and related disciplinary action shall be reviewed pursuant to this Article, and shall not be reviewed under Articles 38, 39, 39A or otherwise; except as provided by paragraph f of this Article.
  
- c. A five (5) person Accident/Safety Review Committee (ARC) shall be formed each January, to expedite review of accidents, safety related incidents, determinations of "fault," or items raised by paragraph (g) below. This Accident/Safety Review Committee shall review any disciplinary action to be imposed by MST on contract employees because of such incidents. Decisions of the Accident/Safety Review Committee may be made by closed ballot at the request of any committee member. MST shall appoint two (2) ARC members who shall serve for the year. ATU shall appoint two (2) ARC members who shall serve for the year. The fifth ARC member shall be selected on or before January 31 by the four (4) members, but that individual shall be either a local public agency employee if one is reasonably available to serve in that capacity, and if not, that the fifth ARC member may be an MST employee, who is not an ATU member and who is employed outside of the Transportation Department. The MST General Manager/CEO and President of ATU Local 1225 shall jointly select the fifth ARC member if that person has not been chosen by January 31. Substitute ARC members shall be appointed only if the absent committee member is on a leave of absence or is on Worker's Compensation leave, or is otherwise unable to perform the function of an ARC member and resigns from the committee.
  
- d. The Accident/Safety Review Committee (ARC) shall meet at the direction of MST, but shall meet at least once each month if three (3) or more incidents are pending review. Accidents or incidents shall be reviewed by the ARC only on the timely request of the affected employee, ATU, or MST. MST shall make every reasonable effort to provide personal notice of proposed discipline, and shall rely on mailed notice only if the employee is on APL, vacation or a leave of absence. The request for ARC review shall be made within ten (10) days (excluding Saturday, Sunday and holidays) of the date the employee received notice of proposed discipline, or any "fault" determination. If proposed discipline notice is delivered by mail and not in person, the date to request review shall be extended by five (5) days. ATU committee members shall be paid actual time worked and shall not suffer a loss of pay because of Accident/Safety Review Committee meetings. The Accident/Safety Review Committee shall review all pending matters at one time; the committee shall not conduct formal or informal "hearings." Decisions of the Accident/Safety Review Committee shall be based entirely on findings of the investigation and other written documents. The Accident/Safety Review Committee shall also review any written explanation submitted by the affected employee. Copies of all written materials presented to the ARC at committee meetings shall also be provided to the affected employee, ATU and MST five (5) calendar days before the ARC meeting. No oral statements or presentations shall be made to the Accident/Safety Review Committee other than the presentations of (1) the individual

designated by the General Manager/CEO; (2) the ATU Representative; and/or (3) the affected employee. No site visits are to be made by the Accident/Safety Review Committee.

e. Action of the Accident/Safety Review Committee shall be limited to matters referenced in paragraph (c) above. The Accident/Safety Review Committee shall not be restricted from reviewing any accidents, safety related incidents, or determinations of "fault."

f. Action of the Accident/Safety Review Committee imposing discipline upon a contract employee due to an accident, safety related incident, or determination of "fault" shall be final and binding upon MST, ATU, and the employee. No grievance or appeal, of any type, shall be taken under Article 38, 39, 39A except when the ARC makes a determination of "at-fault" and the discipline imposed is, (i) termination of the employee or (ii) suspension of the employee for five (5) working days or more or (iii) demotion to a lower paid position or classification; then ATU may appeal the ARC's decision within forty (40) calendar days from the date of the ARC decision. The appeal of the ARC decision by ATU shall be processed pursuant to Article 39A.

g. When there is evidence that any applicable city, county, state and/or federal health or safety law, rule, or regulation is not being complied with by MST or ATU, it shall be presented to the Accident/Safety Review Committee, and shall not be a grievance under Article 39 or Article 39A of this Agreement.

h.(1) Employees who achieve a safety record of no at-fault accidents or safety related incidents for each fiscal year, shall receive a certificate of achievement and an award as follows:

- All Maintenance Department Employees - safety award shall be two hundred fifty dollars (\$250.00), to which MST shall apply standard tax withholding and other payroll deductions.
- Coach Operators - safety award shall be two hundred seventy-five dollars (\$275.00), to which MST shall apply standard tax withholding and other payroll deductions.

h. (2) MST and ATU will meet and confer as to the scope and implementation of a Total Safety Incentive Program to provide monetary and/or other incentives to employees who maintain a record of no "at-fault" accidents or injuries. Any such program shall be by mutual agreement.

i. Safety award eligibility (i.e., the determination that an incident is safety related) shall not be subject to any Article 39 or Article 39A grievance. Employees receiving this award shall have been employed for at least twelve (12) months as of that date, and shall have worked at least one thousand forty (1040) hours during the twelve (12) months of the fiscal year for which the safety award is based. MST shall use its best efforts to make safety award payments to eligible employees on or before the first payroll in August.

j. Employees who receive a safety award who have performed duty as either a line instructor volunteer, or a behind the wheel trainer (as those terms are referenced in Article 19) for sixteen hours or more during the fiscal year for which the safety award eligibility is based,

shall have the award increased by an additional fifty dollars (\$50). A single increase of fifty dollars (\$50.00) shall be paid to those eligible employees who are both line instructor volunteers, or behind the wheel trainers.

## ARTICLE 29. MEAL BREAKS & REST BREAKS

- a. **Meal Breaks – Regular Runs.** On each day on which a coach operator operates a regular run for more than five (5) hours in a paid status, MST shall provide that employee a single meal break of no less than thirty (30) minutes. This meal break shall be included within and concurrent with any scheduled split, as that term is used in Article 34 (g). Meal break time shall be in an unpaid status. At least seventy five percent (75%) of all runs shall have meal breaks scheduled to begin after the first eighty-nine (89) minutes, but scheduled to end before the last eighty-nine (89) minutes of that assignment. As to all remaining runs, MST shall use its best efforts to schedule meal breaks to avoid those time periods. As an exception to the meal break requirement of this paragraph, MST may cut up to two (2) runs without providing any meal break; these two runs shall not count in determining the seventy five percent (75%) standard set forth above.
- b. **Meal Breaks – Extra Board.** On each day on which an extra board operator or limited duty employee works a behind-the-wheel run assignment of more than five (5) straight hours in a paid status, MST shall provide that employee a single meal break of no less than thirty (30) minutes (unless that employee is assigned to one of the two (2) runs described in paragraph (a) above that may be cut without a meal break). Meal break time shall be in an unpaid status. This meal break shall be included within and concurrent with any scheduled split, as that term is used in Article 34 (g).
- c. **Meal Breaks – Other Assignments.** On each day on which an employee is assigned more than five (5) consecutive hours in a paid status that does not solely entail a behind-the-wheel run assignment (e.g., maintenance division work, light duty work, training or other assignment), MST shall provide that employee a single meal break of no less than thirty (30) minutes. Meal break time shall be in an unpaid status, and ordinarily be taken during the middle portion of the shift so far as practical. The length and/or timing of the meal break may be modified by prior mutual agreement of the employee and MST or by MST due to operational requirements.
- d. **Interrupted, Shortened or Skipped Meal Breaks.** From time to time, a meal break may be skipped, shortened, interrupted or postponed due to factors beyond the control of the employee or MST (e.g. traffic, incidents, accidents and/or weather). In the event one or more of these factors cause an employee's meal break to be less than thirty (30) minutes, the employee shall be paid thirty (30) minutes time for the lost or shortened meal break.
- e. **Rest Breaks – Regular Runs.** MST shall incorporate into each regular run of more than four (4) hours but less than seven (7) hours in a paid status for that day, a single paid rest break of no less than ten (10) minutes. MST shall incorporate into each regular run assignment having an aggregate of seven (7) hours or more in a day, total paid rest break time of no less than twenty (20) minutes. MST may schedule this rest break time as either one or two separate breaks during that day, provided each single break shall be no shorter than ten (10) minutes. MST shall provide at least one (1) rest break that is not combined with the meal break required by paragraph (a) above, but if more than one (1) rest break is provided, one (1) rest break may then be provided in conjunction with the meal break.

f. **Rest Breaks – Extra Board.** MST shall provide each extra board operator (or limited duty employee) on an extra board assignment of more than four (4) hours but less than seven (7) hours in a paid status for that day (a single paid rest break of no less than ten (10) minutes. MST shall provide each extra board operator having an aggregate extra board assignment of seven (7) hours or more in a paid status for that day, total paid rest break time of no less than twenty (20) minutes. MST may schedule this time as either one or two separate breaks, provided each single break shall be no shorter than ten (10) minutes. MST shall provide at least one (1) rest break that is not combined with the meal break required by paragraph (b) above, but if more than one (1) rest break is provided, one (1) rest break may then be provided in conjunction with the meal break.

g. **Rest Breaks – Other Assignments.** For any employee assigned work that does not involve a coach run assignment (e.g., maintenance division work, light duty work, training or other assignments), MST shall provide a single paid rest break of no less than ten (10) minutes for assignments of more than four (4) hours but less than seven (7) hours in a paid status for that day, and two (2) paid rest breaks of no less than ten (10) minutes (each) for assignments of more than seven (7) hours in a paid status for that day. Any employee assigned work pursuant to this paragraph beyond ten and one-half (10.5) hours in a paid status for that day shall be provided an additional (third) paid rest break of no less than ten (10) minutes. Rest breaks under this paragraph shall not be combined with any meal break without the consent of the affected employee.

h. **Interrupted, Shortened or Skipped Rest Breaks.** From time to time, a rest break may be skipped, shortened, interrupted or postponed due to factors beyond the control of the employee or MST (e.g. traffic, incidents, accidents and/or weather). In the event one or more of these factors cause an employee's rest break or breaks to be less than ten (10) minutes, the employee shall be paid ten (10) minutes time for the lost or shortened rest break(s) in addition to the time worked.

i. **Break Monitoring & Compliance.** MST shall monitor and periodically report to ATU, on a monthly basis, the number and frequency of occasions in which employees are paid in lieu of being able to take a rest break or meal break as provided by this Article. Based on data for the first sixty (60) days of any sign-up, MST and ATU shall meet to review circumstances surrounding the inability to provide rest breaks and/or meal break for any specific run or work assignment where breaks are not available a minimum of eighty percent (80%) of time. When permanent circumstances (as opposed to temporary circumstances) appear to interfere with the ability of a run or work assignment to regularly meet this break time standard, MST shall devise and implement an adjustment to the run or work assignment to enable the rest breaks and/or meal break time. These adjustments shall be implemented no later than the second sign-up (not counting the current sign-up) following the sign-up for which MST determined that the break compliance issue was caused by permanent circumstances. MST's determination to adjust or not adjust a run or work assignment pursuant to this paragraph shall be subject to review pursuant to the provisions of Article 39A.

## ARTICLE 30. EXTRA BOARD & WORK ASSIGNMENTS

- a. MST shall provide sufficient Extra Board Operators to provide for regular operator relief and to meet the normal and anticipated work load of MST. New Extra Board Operators will be added to the bottom of the Extra Board rotation by seniority.
- b. Extra Board Operators shall be subject to all other terms, conditions, and guarantees of this contract.
- c. Each Extra Board Operator shall be allowed to bid, on a seniority basis, for two (2) assigned consecutive days off. Extra Board Operators reversed on their (BDO) shall be paid at the rate of time and one-half.
- d. MST will be responsible to insure that Coach Operators required to work on their day off are notified the day prior to the day to be worked or earlier, except in cases of emergency (e.g., natural disaster), or during special community events for which MST has a contract to provide service, or when MST needs to meet high service demand.
- e. Coach Operators shall be guaranteed a minimum of four (4) hours' pay on any day they are required to report. Any Coach Operator called for a daily assignemnt, that assignment shall not exceed a fourteen (14) hour spreadtime.
- f. Operators returning to the Extra Board from a hold down shall retain their bid day off unless that operator returning to the Extra Board from a hold down has already had two (2) days off that week.
- g. In the event an Coach Operator incurs a loss of wages due to the error of MST in making assignments, the Coach Operator shall be paid the difference between the amount the operator would have earned had no error been made, and the actual amount earned.
- h. All Extra Board assignments shall be considered as part of regular rotation. All assignments for the next day shall be posted by 2:30 p.m. by MST. For any assignment not posted by 2:30 p.m., MST shall notify those operators already signed out. Extra Board Operators who are not at home shall be required to call the Communications Center on or before 6:00 p.m. (1800 hrs.) to verify their next day's work assignment.
- i. Extra Board shall work as follows:
  - i. 1. **First In, First Out.** Extra Board work shall be assigned, in rotation, based on the last date/time an employee worked. Rotation time will be based on (i) the scheduled end time for any scheduled run, or (ii) the actual sign-off time for any non-run (as applicable). If two (2) or more employees have the same off time, rotation will be based on the previous day off time. On each Monday, Tuesday, Wednesday, Thursday or Friday (non-holiday schedule only), the first stand by position shall be paid minimum of eight hours.



- i2. **Division Assignments.** Work assignments, including hold down assignments, shall be rotated by division at each operating and maintenance facility. Volunteer schedules, however, may be assigned work in either division. This subparagraph shall not apply after coach operations are incorporated into a single division.
- j. Work assignments shall be as follows:
  - j. 1. Extra Board - first in, first out. (not on ADO or BDO, rotation by division under subparagraph i)
  - j. 2. Extra Board (Off Column) - first in, first out based on last day worked. (rotation by division under paragraph i)
  - j. 3. Volunteers - in order of seniority. Operators with fifteen (15) or more years of service shall have the right to pass, if the duties offered are not preferred. These operators shall still be subject to reverse seniority, if required.
  - j. 4. Limited Duty (as available). (single rotation, not by division)
  - j. 5. All remaining operators, *including those on ADO, BDO or RDO* - reverse order of seniority.
  - j. 6. If any assignment (by schedule, volunteer or reverse seniority) shall be cause an operator to work more than eighteen (18) consecutive days, that operator shall not be allowed to work on their next RDO/BDO for any reason (e.g. the employee shall not volunteer or be reversed on that RDO/BDO).
- k. MST may, in its discretion, skip an employee from the work assignment rotation provided in paragraphs i or j above in the following circumstances:
  - k. 1. A volunteer assignment would interfere with that employee's following day regular assignment. Such volunteer (if not used) would be passed until another assignment could be made which does not interfere with the next day's regular assignment.
  - k. 2. The employee had an unscheduled absence during the pay period, and the assignment would require that employee to work on a RDO.
  - k. 3. An assignment would result in less than ten (10) hours elapsed between the time the employee signed off from the prior day's assignment, and the time the employee shall sign on for the following assignment.
- l. This paragraph states work assignment rules for the MST Holiday Operating Schedule, or for a reduced level of service. The "MST Holiday Operating Schedule" shall refer to a day on which the holiday service schedule is in effect as designated in the then current MST Rider Guide, or if MST selects to operate a reduced level of service (example: operating a Saturday schedule on a weekday). Work assignments on MST Holiday Operating Schedules, or during

reduced level of service, shall not be made as described in paragraph i or j (above), but instead shall be made as follows:

1. 1. Volunteers - in order of seniority
1. 2. Limited Duty (as available).
1. 3. Remaining operators - reverse order of seniority.

For the purposes of this paragraph, the exception set forth in k. 2, above, shall not apply.

Volunteers may (but need not) be added by MST to either volunteer list later than seventy-two (72) hours before a holiday or reduced schedule.

m. MST shall determine whether or not sufficient operators have volunteered to work on the MST Holiday Operating Schedules, or during reduced level of service. This determination shall be made three (3) days (at least 72 hours) before the holiday, or reduced operating service. If a sufficient number of operators have not volunteered, MST will post a mandatory "call in list" which designates those operators (in reverse order of seniority) who are required to call in for possible work assignments. This list may, at the discretion of MST, include Limited Duty Employees. Names will be removed from the list by MST, by seniority, to the extent they are not needed. Operators on the list shall be required to check the holiday or during reduced service work schedule by phone or in person no later than 6:00 p.m. (1800 hours) on the day preceding.

n. Two or more run fragments may be pieced together into a single run having a total of at least five (5) hours paid for that day. Split time shall be as set forth in Article 34d.

o. Limited Duty Operators shall participate in Extra Board work assignments based on first in, first out, last day worked to the extent that they are available after "volunteers" have been exhausted, and before "reverse seniority" is called.

## **ARTICLE 31. COACH OPERATOR BIDDING (Sign-Up)**

a. A sign-up, embracing all coach operators where seniority governs in choice of assignments, will be posted once each one hundred twenty five (125) days, unless, consistent with the requirements of service or by advance written agreement with ATU, an earlier sign-up is necessary. MST may extend this time period with written approval of the ATU Representative. MST shall use its best efforts to limit sign-ups to no more than four (4) each year. MST shall use its best efforts to post sign ups which do not include run changes at least twenty-one (21) days before implementation.

b. Any run may be increased by not more than forty-five (45) minutes or decreased by not more than thirty (30) minutes without the requirement of a new sign-up. When any one or more runs are decreased by more than thirty (30) minutes between the sign-up periods, (or increased by more than forty five (45) minutes), a partial sign-up will be posted for those runs and all subsequent runs. When a new run is added, the run will be assigned to the Extra Board until the next sign-up when it can be incorporated into a run block. When a run is added or deleted, a new sign-up shall be posted within twenty-one (21) calendar days and shall take effect twenty four (24) calendar days after the date it is posted; unless there are sixty (60) days or less remaining in the current sign-up. In that case the run will be assigned to the extra board until the next sign-up. Before the new sign up is completed, the operator affected by a decrease in a run of more than fifteen (15) minutes shall not lose pay for the portion of the decreased run that exceeds fifteen (15) minutes. In addition, the ATU steward may authorize any run to be temporarily increased for a limited period of time (not to exceed sixty (60) days) without the requirement of a new sign-up and without the limits otherwise imposed by this paragraph.

c. For each new coach operator sign up, the ATU Steward, or his/her designee, shall review the Dispatch Sheets and Bid Sheets and make suggestions relative to run cut revisions that do not affect total scheduled pay hours. ATU's suggestions shall be in writing and received within 72 hours after the final schedule documents are available. At ATU's request, MST shall meet to review ATU's suggestions. MST shall use its best efforts to implement ATU's suggestions relative to the work schedule, and present revised documents to ATU prior to posting the run cuts, provided however, that the decision of MST shall be final and not subject to grievance under this Agreement. If ATU submits written suggestions, the time set forth in paragraph (b) of this Article to post the new sign-up shall be extended from 21 to 24 days. The sign-up shall be posted at least seventy- two (72) hours before the first operator is required to sign-up.

d. In order to help reduce splits and provide stable work assignments, unassigned work can be placed into blocks for Extra Board operators to bid on. Extra Board blocks under this paragraph shall not exceed four (4) blocks of up to three (3) day's work, except as authorized in writing by the ATU Representative. Any such block that is left open shall be rotated as unassigned work. On days the Extra Board operator does not work his/her bid run block, the operator shall be assigned work in accordance with Extra Board rotation procedure.

e. Any employee who has been off work under the provisions of Article 24 for one hundred and eighty calendar (180) days, or more, as of the date the sign-up commences, and who cannot during the proposed length of the sign-up period provide a physician's "release-to-return-to-work" during the bid cycle, shall be assigned to the extra board in their current division.

f. (1) MST will post the driver sign-up at each operating and maintenance facility and online (if available) by noon (12:00 p.m.) three (3) days prior to the beginning of the sign-up.

(2) ATU will administer the on-line sign-up process with assistance from MST staff on correcting errors made by an operator. MST shall place a union representative on ONO for the duration of the sign-up process at each operating and maintenance facility. The first group of operators shall be scheduled at nine (9:00 a.m.) and the final group of operators shall be scheduled to sign-up at four (4:00 p.m.) the final update shall be done by five (5:00 p.m.) that same day. Three (3) operators will sign-up per hour in seniority order. All updates will be done on the hour in order of seniority. Should an operator fail to submit their sign-up, they will have until the fifty-ninth (00:59) minute to do so or they will be skipped. An operator will continue to be skipped until they submit their sign-up from the work still available. ATU will have the ability to submit a new member. ATU is allowed to submit a sign-up for a driver if said driver provides written consent to ATU to do so in their absence.

(3) The MST Human Resources Department will send ATU Chief Steward a list of all MST Coach Operators currently employed at the time of the sign-up. The list will include the following: whether they are active or on a leave of absence, the date the leave began and their anticipated date of return to work.

g. Assignments shall be posted at each operating and maintenance facility. .

h. Extra Board assignments shall all be made by division in accord with Articles 30 and 31.

i. MST shall include within a run block additions and deletions of service which are scheduled to occur during the time the run is in effect, as provided by Article 34, without the need for a new sign up.

## **ARTICLE 32. CHARTER AND CONTRACT SERVICES**

a. MST and ATU shall each use their best efforts to cooperate in the exposure of transit service to competitive proposals. MST shall inform ATU of its intent to expose transit service to competitive proposals no later than the date any request to solicit proposals is first issued. ATU may also attend the annual meeting held by MST with private sector transit operators. The ATU representative shall not suffer any loss of pay if they shall attend this annual meeting.

b. (1) "Charter Service" means: (a) Transportation provided by a recipient at the request of a third party for the exclusive use of a bus or van for a negotiated prices. The following features may be characteristic of Charter Service: (i) A third party pays the transit provider a negotiated prices for the group; (ii) Any fares charged to individual members of the group are collected by a third party; (iii) The service is not part of the transit provider's regularly scheduled service, or is offered for a limited period of time; or (iv) A third party determines the origin and destination of the trip as well as scheduling; or (b) Transportation provided by a recipient to the public for events or functions that occur on an irregular basis or for limited duration and: (i) A premium fare is charged that is greater than the usual or customary fixed route fare; or (ii) The service is paid for in whole or in part by a third party.

b. (2) MST offers Charter Services associated with government officials on official government business, services for qualified human service organizations, when no registered charter provider responds to notice from a recipient, by agreement with registered charter providers, or by Petition to FTA Administrator for (a) events of regional or national significance; (b) hardship (only for non-urbanized areas under 50,000 in population or small urbanized areas under 200,000 in population); (c) unique and time sensitive events (e.g. funerals of locals, regional, or national significance) in the public interest; or (d) for matters related to civil emergency response. Charter Service may be incorporated into run blocks.

b. (3) [For reference (only) the current FTA Charter Bus Service Rule implements 49 U.S.C. 5323 (d) to protect private charter operators from unauthorized competition from FTA grant recipients.] Should any amendment be made to the FTA Charter Bus Service Rule or to 49 U.S.C. 5323 (d). MST and ATU shall meet and confer to determine whether this Article 32 should be revised.

c. Contract Services may operator on a fixed route or to a specific destination(s). Contract Service generally operates on a fixed route, to one or more specific destination(s), over a specified period of time and has a fixed fee, mileage, hourly rate or other method established by MST. Contract service is generally open to the general public, and access is not restricted. Contract service may be incorporated into run blocks.

d. Coach Operators for contract service shall be assigned in accord with the rotation set forth in Article 30 (k).

e. A regular run operator assigned to contract service on a regularly scheduled work day shall receive at least the same pay as if they had operated the regular run.

f. All coach operators assigned to contract services shall be paid at their regular hourly rate. Time worked on contract service assignments shall be included in the time worked for purposes of calculating overtime.

g. All day charters where the operator does not return to the yard shall have at least 30 minutes as a paid meal break.

### **ARTICLE 33. ADDITIONAL WORK/OVERTIME**

- a. Time and one-half shall be paid for all time worked in excess of forty (40) hours per week in accordance with the rules of the Fair Labor Standards Act. Each work week shall begin at 2:00 a.m. on Saturday, and end at 1:59 a.m. the following Saturday. A work day begins at 2:00 a.m. each day and ends at 1:59 a.m. the following day. "Time worked" means all time in a paid status, including holiday, personal leave (scheduled and unscheduled) or jury duty, but shall not include SDI disability leave or occupational illness or injury time.
- b. Time and one-half shall be paid for time worked by an employee called to work on their day off, except for meetings called pursuant to Article 50a, for which the employee shall instead be paid pursuant to Article 50a.
- c. Any employee called for or assigned a single report period, shift or run shall not be paid less than four (4) hours for that report period, shift or run.
- d. Regular Coach Operators used on a holiday that is also the Coach Operator's scheduled day off shall be paid holiday pay plus time and one-half for time worked.
- e. MST shall maintain a list of Coach Operators (including Limited Duty Employees) who volunteer to work on their day off, and shall exhaust said list before calling other Coach Operators to work on their day off, as per Article 30. Volunteers will be assigned in seniority order. A Coach Operator may not volunteer for an assignment that interferes with the ten (10) hour rest period. Coach Operators may sign (or remove his/her name from) the volunteer list until 10:00 a.m. two (2) days before their day off. The Communication Center will attempt to contact volunteers prior to completion of the next day's dispatch sheet. Volunteers who cannot be contacted or who are otherwise not available to work either may be dropped from the volunteer list for that day, or in the alternative, may (in the sole discretion of MST) be skipped on the volunteer list and contacted later for assignments.
- f. MST may assign regular or extra board or Limited Duty Employees to short run segments or fragments due to unforeseen and unscheduled circumstances, or to reduce splits in those circumstances, without strict adherence to seniority, but volunteers should be accepted by seniority. Any unforeseen run segment or fragment may not be divided to circumvent this paragraph.

## **ARTICLE 34. REGULAR RUN SETUP**

- a. MST agrees to set up all known assignments into regular runs, which shall be subject to bid on a seniority basis. Irregular assignments, which cannot be incorporated into regular bid assignments shall be handled by the Extra Board. The ATU Steward, or his/her designee, shall be invited prior to the run cut to provide input designed to create the best runs, with the fewest splits possible. MST shall retain final discretion to make the run cuts in accord with this Agreement.
- b. Seventy-five (75%) percent of all biddable runs shall have consecutive days off. MST and ATU shall meet in the event circumstances arise that prevent MST from being able to meet this standard.
- c. A four (4) day run set-up is acceptable to ATU, in accordance with Article 16(a).
- d. In computing daily earnings for regular runs, it is understood that the total spread time on the day's assignment, less a single off-duty period not in excess of three and one-half (3 ½) hours, may be deducted to determine the total daily hours for which an operator will be paid. No split or off duty shall exceed three and one-half (3 ½) hours.
- e. Regular runs shall include:
  - (1) Run number
  - (2) Schedules to be operated, and designated Meal and Rest Breaks
  - (3) Route
  - (4) Report time and check-out time
  - (5) All, or any travel time to or from an assignment
  - (6) Days off
  - (7) Total paid hours per week
  - (8) All operators shall be paid three (3) minutes report time. Operators scheduled to pull out a bus shall be paid both report time and inspection time under paragraph (9) below.
  - (9) a) Each operators scheduled to pull a bus out from the yard shall be paid fifteen (15) minutes prior to pulling out that bus from the yard for the purpose of inspecting the vehicle, adjusting seats, mirrors, cycling wheel chair lift, and related tasks. This period shall be used solely for the purpose of inspecting and preparing the bus for service. Subparagraph 9b (below), not this provision, shall apply to pulling a three (3) axle touring bus (e.g. MCI Coach) from the yard.



(b) With respect to any three (3) axle touring bus (e.g. MCI Coach), each operator scheduled to pull that bus out from the yard shall be paid twenty (20) minutes prior to pulling out from the yard for the purpose of inspecting the vehicle, adjusting seats, mirrors, cycling wheel chair lift, and related tasks. This period shall be used solely for the purpose of inspecting and preparing the touring coach for service.

(10) In addition, all operators shall be paid five (5) minutes after pulling buses into the yard for the purpose of inspecting the bus for damage inside and out, picking up lost articles, and closing windows and doors.

(11) All operators shall be paid deadhead time or travel time when traveling in MST vehicles and traveling between MST yards and the beginning/ending of a run or to/from segment reporting locations.

f. When a regular assignment has an anticipated vacancy due to the regular operator on vacation, personal leave or extended sick leave, or other assignments in excess of forty (40) paid hours, such assignment shall be filled by the Extra Board operators on a seniority basis. Extra Board operators accepting such hold-down assignments will be considered regular operators during the terms of said vacancy. The above language does not apply to Extra assignments. At the beginning or end of any hold down, MST may assign an operator sufficient ADO's to ensure the operator shall have two (2) days off that work week. All vacant assignments (longer than a week) shall commence on the first Saturday after the vacancy starts. An employee's ADO/BDO shall not be observed at the end of any hold down if that employee has already had two (2) RDO's that week. An employee will return to the Extra Board on the last day of the hold down.

h. The most senior operator of MST shall be consulted prior to each run cut. MST shall use its best efforts to incorporate that operator's schedule desires into the run cut.

## ARTICLE 35. MECHANIC TOOLS AND ASE CERTIFICATES

a. Each mechanic shall maintain on the premises, necessary tools up to one inch in size openings in both U.S. and metric sizes, as required to complete assigned work on MST equipment within his/her skill level. Each employee shall furnish MST a current list of those tools that are owned by the employee. It shall be the employee's responsibility to revise and update this list as needed.

b. MST will maintain tools in excess of one-inch size openings and all special tools (for example, torque wrenches, electrical and air power tools in excess of 3/4 inch square drive required by all mechanic skill levels).

c. MST will pay each mechanic the following yearly tool allowance on the first full pay period in March for those employees who have worked at least one thousand forty (1040) hours during the prior twelve (12) months:

Mechanic - C	\$650
Mechanic - B	\$650
Electronic Technician	\$650
Mechanic - A	\$700

Upon request, a newly hired MST employee may receive the first annual tool allowance after completion of the introductory period, provided the employee has worked at least 1040 hours. If taken, the employee shall forgo the following March payment of the allowance.

d. If an employee is promoted to a higher level, they shall provide such additional tools as are required within sixty (60) days after the expiration of the introductory evaluation period in the higher position.

e. MST shall adjust any employee promoted to higher level in their classification, the difference between the tool allowance received in the lower level of their classification, and the tool allowance of the higher level, after completion of the introductory probationary evaluation period.

f. Each Facilities Technicians I, II, and III shall maintain on the premises necessary tools to perform assigned work on MST equipment within the employee's skill level. Each employee shall furnish MST a current list of those tools owned by the employee. The employee shall revise this list as necessary. On the first full pay period in March, each Facilities Technicians I, II, and III shall receive an annual tool allowance of \$125.

g. The Electronic Technician shall furnish MST a current list of tools owned by the employee. The employee shall revise this list as necessary.

h. The provisions of this paragraph h shall apply in those instances when MST obtains new buses, engines, or transmissions that require maintenance or utility tools of a type that had not previously been required by MST employees. In that event, the General Manager/CEO or their

designee, the Chief Operating Officer, the ATU Steward, one Mechanic A, shall meet and confer, beginning one hundred eighty (180) days after the new equipment has been placed in revenue service, to determine the following:

- (1) the special tools (if any) which shall be maintained for this equipment by MST under paragraph b above; and,
- (2) the tools (if any) which shall be furnished by each employee under the applicable provisions of paragraphs a (mechanics), f (Facility Technicians (Facilities Maintenance), or g (Electronic Technician); and,
- (3) the average cost for new tools under paragraph h (2) above; and,
- (4) the amount of a (one time only) tool allowance (if any) which shall be paid by MST to contribute toward the purchase of those tools by the employee.

i. Any employee occupying a mechanic classification shall be paid one hundred seventy-five dollars (\$175.00) upon presenting proof that they has earned a qualified ASE certificate, or one hundred fifty dollars (\$150.00) upon earning recertification, provided MST has determined the certificate is related to that job classification.

j. Any employee occupying a mechanic classification, defined in Article 36, may seek partial reimbursement of costs (evidenced by payment receipts) incurred to recalibrate torque wrenches, provided MST requires calibration be made and provided the maximum costs reimbursed shall not exceed two hundred dollars (\$200) in any calendar year.

## **ARTICLE 36. SENIORITY OF MAINTENANCE PERSONNEL**

a. Maintenance Department employees shall hold seniority according to mechanic classifications and maintenance classifications as follows:

### Mechanic Classifications

Mechanic A  
Mechanic B  
Mechanic C

### Maintenance Classifications

Facilities Technician III  
Facilities Technician II  
Facilities Technician I  
Utility/Service Person  
Inventory Clerk  
Electronic Technician

b. b 1. Except as provided in paragraphs b 6 or b 7 below, work assignments shall be made by bidding in order by seniority date in each of the respective classifications shown above. For Mechanic Classification sign up purposes only, seniority shall be determined based upon the date that person was first employed in any Mechanic Classification.

b 2. The sign up for Mechanic and Maintenance Classification assignments shall be conducted at least three (3) times each year in the months of January, May and September. The results of the sign up shall take effect on the first Saturday of February, June and October. MST may extend or shorten this time period, or modify the effective date of any sign up, with written approval of the ATU Representative. Also, if needed by changed operating conditions, MST may require a sign up in addition to the schedule set forth above. MST may add or delete one position in each classification without the need to trigger a new sign-up. Should a conflict arise between the times set in this paragraph b2 and the times set by paragraph b4, the times listed in paragraph b4 shall apply. Any Mechanic scheduled to work the latest (closing) shift on any day shall be scheduled as a 4/10 shift with three (3) consecutive days off.

b 3. Before each Mechanic Classification or Maintenance Classification sign up, the ATU Steward, or their designee, will review the set of assignments and propose suggestions that do not affect total scheduled pay hours. ATU's suggestions shall be in writing and forwarded to the District within two (2) working days (excluding Saturday, Sunday, and holidays) after the final schedule documents are made available to the ATU Steward.

b 4. The Maintenance Department sign-up shall be posted for at least five (5) days before bidding commences; MST shall not be required to provide any other notice of the opening and closing dates for the sign-up. MST shall not be obliged to contact an employee

regarding their turn to sign-up. Sign ups shall be conducted over a period of not less than seven (7) nor more than fourteen (14) calendar days. The sign-up shall be completed at least seven (7) calendar days before the effective date of the new schedule. Any employee who, for any reason is off work for one hundred eighty (180) calendar days, or more, as of the date the sign-up commences, and who cannot during the sign up period provide a physician's release to return-to-work during that bid cycle, shall not be eligible to sign-up for any shift.

b 5. Any employee who is eligible to bid but has not signed-up may be signed up by the ATU steward, or the steward's designee. Employees who are not signed by the close of the bid sign-up shall be assigned any available shift at the discretion of MST.

b 6. At any time there is only one employee in any separate classification, MST shall determine the shift and hours for that employee. MST shall also determine the shift and hours for each employee in the following classifications: Mechanic A, Electronic Technician, Facilities Technician III.

b 7. As an exception to any provision of this Article, MST may assign temporary work shifts, for periods not to exceed sixty (60) calendar days, to enable training, instruction, or unique service needs for any Maintenance Department employee (in both mechanic classifications and/or maintenance classifications).

c. c 1. Each Utility/Service Person may be promoted to another classification that employee's satisfactory demonstration of the necessary skills, abilities, and aptitudes for the higher classification. Each Mechanic or Maintenance Classification employee promoted to another classification shall serve a one hundred eighty two (182) day introductory evaluation period. Each introductory evaluation period may be extended up to sixty (60) days at the discretion of MST upon written approval of ATU. If a promotion is offered to an employee who is currently on temporary assignment, time served in the temporary position (not to exceed ninety (90) days credit) shall be credited against the evaluation period.

c 2. If an employee is promoted from one Mechanic or Maintenance Classification to another Mechanic or Maintenance Classification, but does not prove satisfactory within the one hundred eighty-two (182) day introductory evaluation period, that employee will revert to his/her former position, without loss of seniority.

d. For any available position for which an employee applies, a Mechanic C employee may be promoted to Mechanic B, and a Mechanic B employee may be promoted to Mechanic A upon that employee's satisfactory demonstration of the necessary skills, abilities, and aptitudes for the higher classification. An employee may be promoted to an available Mechanic C position upon that employee's application, and upon that employee's satisfactory demonstration of the necessary skills, abilities, and aptitudes for the higher classification. The Electronic Technician is not part of the mechanic career progression described above.

e. Maintenance Department employees (in both mechanic classifications and maintenance classifications) who are promoted, pass their introductory period, and subsequently are unable to

satisfactorily perform at the higher level, shall be reclassified back to their former position after being given notice, training, and the opportunity to improve unacceptable performance.

f. f1. Each newly hired Mechanic Classification employee shall serve a two hundred seventy five (275) day introductory evaluation period.

f2. Each newly hired Maintenance Classification employee referenced in paragraph a shall serve a one hundred eighty two (182) day introductory evaluation period.

f.3. The employment seniority date within all Mechanic classifications (Mechanic C, Mechanic B, Mechanic A, and Electronic Technician) shall remain the original date of hire.

g. Maintenance department employees (in both mechanic classifications and maintenance classifications) promoted to a higher position may (at the convenience of MST for reasons other than a permanent reduction in force) perform duties of a lower position, but that employee shall be paid at the higher rate of pay.

h. Maintenance Department employees shall be reimbursed actual tuition and necessary related educational material costs (not to exceed \$500 per year) for any course of study designed to facilitate progression in the mechanic or maintenance career paths referenced in this Article, provided (1) MST has approved the course in advance, and (2) the employee demonstrates completion of the course with a passing grade ("C" or higher).

## **ARTICLE 37. WORKING HOURS - MAINTENANCE PERSONNEL**

- a. Each employee shall receive two (2) consecutive regular days off each workweek provided the employee is available and reports for work. Split days off may be granted if the request is initiated by the employee.
- b. Unless notified of a shift change in advance, employees who report for their regular shift, who are sent home and told to report later, shall be paid a minimum of four hours for the first report period, and actual shift pay the second report period.
- c. An employee called back to work after their shift, will be guaranteed a minimum of four (4) hours pay, except for meetings called pursuant to Article 50a, for which the employee shall instead be paid pursuant to Article 50a.
- d. Time and one-half shall be paid an employee called to work on a regular day off Pay for meetings, however, shall only be at straight-time, except as otherwise required by the federal Fair Labor Standards Act (FLSA.)
- e. Time and one-half will be paid for all time worked in excess of forty (40) hours per week. The work week will commence at 2:00 a.m. on Saturday and end at 1:59 a.m. the next Saturday. "Time worked" shall mean all time an employee is in a paid status including holiday leave, personal leave (scheduled and unscheduled), or jury duty. "Time worked" shall not apply to unpaid leave, disability leave, or occupational injury. For the sole purpose of calculating overtime pay when an employee works on their RDO, however, "time worked" shall then mean all time an employee is in a paid status including personal leave, holiday leave, and jury duty.
- f. Maintenance overtime shifts scheduled to be filled more than 24 hours in advance shall be offered to the Mechanic A, Mechanic B, Electronic Technician, Mechanic C, Facilities Technician III, Facilities Technician II, Facilities Technician I, Utility/Service Person, Inventory Clerk based upon seniority for the position to be filled.
- g. Employees who work on a holiday that is also their regular day off, will be paid (or shall accrue) eight (8) hours in accord with Article 4(c) and shall be paid time and one-half for actual time worked.

Work assignment procedures from Mechanic Classification for holiday schedules, and/or reduced levels of service, are listed below:

1. Volunteers, except RDO, within an assigned division in order of seniority
2. RDO volunteers, within an assigned division in order of seniority
3. Reverse seniority (not RDO) within an assigned division
4. RDO in reverse seniority, within an assigned division, except no mechanic may be reversed more than one holiday per year on their RDO.

When one division is closed from a holiday the holiday schedule shall be posted in each division and work will be assigned as follows:

1. Volunteers, except RDO, in order of seniority from the division open on the holiday.
2. Volunteers, except RDO, in order of seniority from the closed division.
3. RDO volunteers from both divisions in order of seniority.
4. All remaining Mechanics in reverse order of seniority, except no mechanic may be reversed more than one holiday per year on their RDO.

Utility Service Workers holiday schedules will be filled as follows:

1. Volunteers, except RDO, within assigned Division, in order of seniority
2. RDO volunteers, within assigned Division, in order of seniority
3. All remaining Utility Service Workers in reverse order of seniority, except no Utility Service worker may be reversed more than one holiday per year on their RDO.

h. Employees will be entitled to a non-paid meal break of not less than 30 minutes. Meal breaks in excess of 30 minutes may be granted with approval of their supervisor.

i. Mechanic Night Differential Pay shall also be earned by a Mechanic A, Mechanic B, Mechanic C, or Facilities Technician III for all hours worked during any shift that begins on or after 2:00 p.m. (1400 hours). Night Differential Pay shall be at the rate of one dollar (\$1.00) per hour, and shall be pro-rated for any partial hours worked. Night Differential Pay shall be paid to employees who complete any shift scheduled to begin on or after 2:00 p.m. (1400 hours) even if the employee (with MST's express authorization) begins work before the time the shift was scheduled to begin. This paragraph shall not apply to any Facilities Technician II, Facilities Technician I or Utility/Service Person.

j. Night Differential Pay shall be earned when a Facilities Technician II and/or Facilities Technician I who is regularly scheduled to work a day shift is temporarily assigned to work a night shift. Earned Night Differential Pay shall be paid as set forth in paragraph i above.

k. Mechanic Graveyard Pay shall be earned by a Mechanic A, Mechanic B, Mechanic C, or Facilities Technician III for any time worked on or before 11:30 p.m. (23:30 hours) but before 3:31 a.m. (03:31 hours). Graveyard Pay shall be at the rate of two dollars (\$2.00) per hour, and shall be pro-rated for partial hours worked. Employee shall not earn both Graveyard Pay and Night Differential Pay for the same time worked. This paragraph shall not apply to any Facilities Technician II, Facilities Technician I or Utility/Service Person.

l. Performance evaluations for Maintenance Department employees shall cover no more than a twelve (12) month period, and shall be provided to the employee within ninety (90) days of the end of that period. Any Maintenance Department employee (in both mechanic classifications and maintenance classifications) who received a "below standard" rating on their most recent performance evaluation may, at the sole discretion of MST, have their regular or temporary work shifts assigned by MST to enable training, instruction or supervision.

m. Maintenance Department employees assigned to a specific shifts for the purpose of training/instructing another employee shall be paid an additional three dollars and fifty cents (\$3.50) Instructor Pay for each hour of that shift dedicated to training/ instruction.



n. Employees in any mechanic classification shall be allowed time, not to exceed two (2) hours, during their regular shift to move tool boxes and equipment when permanently assigned to a new work location. MST may schedule this time. MST vehicles shall be used to effect any relocation of equipment required by this paragraph.

o. For any shift for which there is no supervisor on duty for that division, MST shall designate a mechanic as leadperson who shall be responsible for controlling shop productivity , nightly paperwork and scheduling of repairs; the leadperson shall be paid an additional three dollars (\$3.00) per hour while performing leadperson duties.

p. At its discretion, MST may designate a technician as leadperson who shall be responsible for assisting the Facilities Manager by controlling the Facilities Department employees; productivity, daily paperwork, and scheduling of Facilities maintenance and repair work; the leadperson shall be paid an additional three dollars (\$3.00) per hour while performing leadperson duties.

- **DISCIPLINARY AND GRIEVANCE PROCEDURE**  
**SECTION**

## **ARTICLE 38. DISCIPLINE AND DISCHARGE**

a. No employee will be disciplined, discharged, suspended, nor will adverse entries be made in a personnel record, except for just and sufficient cause. "Discipline" shall mean a letter of reprimand, loss of pay, suspension, demotion, or termination of regular employment. Counseling memos, rule violation notes, or warnings shall not constitute "discipline." Each Performance Evaluation shall not constitute discipline and shall not by itself provide an independent basis for imposition of discipline.

b. MST shall make every reasonable effort to provide personal notice of proposed discipline, and shall rely on mailed notice only if the employee is on APL, vacation or a leave of absence. Written notice to the employee and ATU representative, in writing, within fifteen (15) work days from the date of knowledge, that a specific employee is responsible for the occurrence forming the basis for the contemplated discipline or discharge of its intention to render discipline. No employee will be disciplined, discharged or suspended unless a copy of the precise and complete charges against the employee is furnished the employee, with a copy to the ATU representative, within fifteen (15) work days. Time limits set by this paragraph shall be extended during any period where an active criminal investigation is related to suspected theft or embezzlement, or where an administrative investigation reviews any discrimination complaint. The time limits and procedures in this Article and the other Articles of the Disciplinary and Grievance Procedure Section of this contract shall not apply to any accident, safety related incident, determination of "fault," or related disciplinary action made pursuant to Article 28.

c. If written notice pursuant to paragraph b is delivered by mail and not in person, the date for any response shall be extended by five (5) days.

d. ATU shall have the exclusive right to request a hearing on the charges within ten (10) work days of receipt of the charges. Failure to request a hearing within a period of ten (10) work days after receipt of the charges will be a forfeiture of the right to a hearing, provided, however, for good and sufficient cause, the time limitation to answer the charge may be extended. The hearing shall be held within ten (10) work days of the date the request for a hearing is received by MST. An employee who has been notified of MST's intention to render discipline shall be entitled to a fair and impartial hearing by the General Manager/CEO or representative, unless the General Manager/CEO or representative initiates the charges. In this respect, the employee and/or ATU representative may request an impartial individual to hear the charges and render a decision.

e. At any hearing, the employee and the ATU representative will be allowed to question all witnesses, and to read all papers and documents pertaining to the charges.

f. Employees may be suspended without pay for the following reasons:

- (1) Intoxication, use of alcoholic beverages, or prohibited drugs such as; marijuana, opioids, cocaine, amphetamines (meth, MDMA, or MDA), phencyclidine (PCP) and its derivatives while on duty or any positive D.O.T./FTA mandated drugs or alcohol test required under 49CFR Subpart E §655.41 through §655.49.

- (2) Dishonesty, to include mishandling of MST funds and property, tampering with locks, unauthorized duplication of keys, or unauthorized entry into restricted areas.
- (3) Willful failure or refusal to follow a proper and lawful instruction from a Supervisor.
- (4) Loss of license or suspension of license or class "B" driving privileges for more than thirty (30) days.
- (5) Work-place violence, theft, embezzlement, willful property damage, or sexual harassment.
- (6) Possession of firearms or lethal weapons or devices (including knives with a blade longer than four [4"] inches) on MST property.
- (7) Willful submission of a false claim, intentional alteration of any time record, or any other serious infractions for just and sufficient cause.

g. Except as provided in subparagraph e, MST will not suspend or remove from service any employee until the completion of an investigation and the discipline is prescribed. However, employees may be withheld from active service and placed on paid administrative leave and suffer no loss of pay until the investigation is complete. An Employee shall be compensated at his/her rate of pay. An employee who has been suspended and not returned to duty shall be handled in accordance with (b) of Article 38.

h. MST shall have the right to suspend any employee for a period not to exceed seventy two (72) hours for any act or omission of the employee of such a nature that MST deems that it would be detrimental to the public interest to retain the employee on duty status. Within 72 hours, MST shall either commence proceedings as set forth in sub-section (b) herein, or return the employee to full duty status. In the event the employee is returned to duty status without formal proceedings, or is found not to be at fault, they shall be entitled to such pay and benefits from the date of suspension as would have accrued had the employee not been suspended.

i. Complaints to MST from individuals about contract employees, in which MST takes no disciplinary action, other than discharge, shall be expunged from the employee's record after one (1) year from the date of the complaint.

j. Employees not accused and required by MST or by subpoena to appear at a hearing at any level will not suffer any loss of pay. If the employee is required to attend a hearing on his/her off duty time, he/she will receive a minimum of pay equal to two and one half (2 ½) hours.

k. In cases of discharge for generally unsatisfactory record, adverse notations on an employee's record more than eighteen (18) months old as of the date of the infraction under investigation, will not be taken into consideration or be admissible as evidence, unless, at any stage in the grievance process, ATU, or the employee attempts to set forth the favorable, good past record of the employee, which is not in accordance with the true statement of facts.

l. The General Manager/CEO shall render a written decision within ten (10) work days, following the completion of the hearing.

m. Employees shall have the right to ATU representation, at any investigatory interview which MST conducts for the purpose of determining the possibility of disciplinary action against the employee, provided the employee makes a timely request for said representation, and ATU provides a representative within a reasonable time.

n. Whenever time limits are provided for arbitration or grievance procedures, either party shall be entitled to one (1) continuance of up to ten (10) work days, by giving the other party notice in writing of said continuance. Longer extensions of time may be granted by mutual consent.

o. Whenever time limits are provided for notice, discipline, discharge, grievances and arbitration, Saturdays, Sundays, and named holidays, as set forth in Article 3, are excluded. When determining time limits for disciplinary purposes, the day of an incident is considered day "zero", the next work day is considered day "one". When notification by mail is required, the notice shall be by first-class mail, postage prepaid, postmarked within the time limit. Notice of termination shall be by certified mail. Any employee who is not actively scheduled to work during the time limit shall be given notice by certified mail.

## **ARTICLE 39. GRIEVANCES AND ARBITRATION**

a. Except for matters arising within the scope of Article 39 A (Expedited Arbitration), any grievance, dispute or controversy arising under this agreement, including the imposition of discipline after hearing as set forth in Article 38, which cannot be informally resolved in accordance with the terms of this agreement, may be submitted to arbitration. (No grievance that has been reviewed under the Article 39A process shall be heard under this Article.) The matter shall first be submitted to two (2) party arbitration and if still unresolved may be submitted to a neutral arbitrator. By mutual agreement, MST and ATU may dispense with two (2) party arbitration, and immediately submit the matter to the neutral arbitrator for a final decision.

b. Within fifteen (15) days (excluding Saturday, Sunday and Holidays) after either party determines that the matter cannot be resolved by informal discussion, they may require the matter be submitted to two (2) party arbitration, by giving written notice of their demand for arbitration, setting forth the matters to be arbitrated and the name of the person who is to represent them at the two (2) party arbitration. The Notice of Arbitration shall state that the request is pursuant to Article 39, "Arbitration."

c. The responding party shall, within fifteen (15) days (excluding Saturday, Sunday and Holidays) of receiving said notice, notify the initiating party in writing of its representative and give a time and date when the hearing will be held within the next fifteen (15) days (excluding Saturday, Sunday and Holidays).

d. On the date set, the parties shall meet and attempt in good faith to resolve the dispute. They shall either execute a written statement setting forth their agreement, or a statement that the matter cannot be resolved. This statement will be forwarded to ATU headquarters and a copy to the current Union Steward. Except for an unusual or extreme offense, (including but not limited to intoxication, use of alcohol, use of prohibited drugs such as; marijuana, opioids, cocaine, amphetamines, phencyclidine or derivatives while on duty; any positive D.O.T./FTA mandated drug or alcohol test required under 49CFR Subpart E §655.41 through §655.49; theft or embezzlement; mishandling of funds; loss of class "B" driving privileges; or work-place violence), MST shall not suspend any employee without pay until the completion of two (2) party arbitration has been completed. Any employee may nonetheless be withheld from active service pending completion of this action where the employee is compensated at his/her full rate of pay.

e. If the matter is not resolved, either party may request submission to a neutral arbitrator. The party requesting a neutral arbitrator shall notify the other party within ten (10) days (excluding Saturday, Sunday and Holidays), of the date of the statement set forth in subsection (d) and shall name at least three (3) arbitrators satisfactory to the initiating party. Within ten (10) days (excluding Saturday, Sunday and Holidays), the responding party shall either (1) agree to one of the three (3) arbitrators named, or (2) list three (3) other acceptable arbitrators. If the initiating party cannot agree on any of the arbitrators listed by the responding party, the names of the six (6) arbitrators shall be placed on slips of paper in a container and one (1) selected at random from the container by the party winning a coin toss. Except by mutual agreement, the

arbitrator shall be qualified by either the State or Federal Mediation and Conciliation Service or the American Arbitration Association.

f. A hearing shall be held by the neutral arbitrator so selected at a time mutually agreeable to all parties, provided, if the parties are unable to agree, the arbitrator shall select the date.

g. The place of arbitration shall be determined by the person who wins the toss of the coin and selects the neutral arbitrator, but the place of arbitration shall be within the MST service area.

h. The arbitrator shall be limited to determining those issues set forth in the request and response to two party arbitration.

i. If either party requests arbitration and the other refuses to name its arbitrator within ten (10) days (excluding Saturday, Sunday and Holidays), it shall forfeit its case and the demands of the party requesting arbitration shall be deemed granted. All expenses of the Neutral Arbitrator proceeding shall be borne equally by the parties hereto. Each party shall bear its own costs of counsel, and its own costs for any transcript copy.

j. The arbitrator's written decision shall be supported by findings, and the findings shall be based upon the evidence. The findings and decision shall be final and binding on both parties unless vetoed by both parties.

k. The Collective Bargaining Agreement shall serve as a submission agreement, but arbitration shall be limited to issues specifically set forth in the written grievance, and nothing in this Agreement shall be construed to empower any arbitrator to change, modify, or amend any provision of this Agreement, to award punitive damages, or to issue a decision contrary to any health or safety law of any city, county, state or federal authority.

l. Any violation by either party on any sub-paragraph of this article shall be deemed a forfeiture of the case by the party who violates the sub-paragraph.

## **ARTICLE 39 A. EXPEDITED ARBITRATION**

a. This Article shall establish a means of expedited arbitration that shall apply to the following matters:

- (1) Any disciplinary action which results in a suspension of three (3) days or less, or in a written warning, or in an oral warning; or
- (2) Any non-monetary dispute or controversy arising under this agreement; or
- (3) Any dispute or controversy for wages or lost benefits having a monetary value of less than \$1500.00.
- (4) Any dispute or controversy which ATU and MST mutually agree to submit to this process, and by so doing, waive the right to an Article 39 or Article 40 arbitration.
- (5) Any dispute or controversy which ATU and MST have regarding any Limited Duty Employee, other than safety related incidents which shall be considered pursuant to paragraphs a through f of Article 28.

b. This Article shall not apply to any accident, safety related incident, determination of "fault," or related disciplinary action made pursuant to Article 28, but shall apply to any appeal as provided by paragraph f of Article 28. This Article shall not modify the provisions of Article 55 that sets all employment and work rules for Limited Duty Employees.

c. The matters set forth in paragraph a above shall be resolved exclusively pursuant to this Article, and shall not be eligible for resolution under the Grievance and Arbitration provisions set forth in Article 39 or Article 40. ATU and MST, however, may by mutual written agreement waive the process set forth in this article, and submit a matter to resolution under Articles 39 or 40. No grievance that has been reviewed or is reviewable under the Articles 28, 39 or 40 processes shall be heard under this Article.

d. ATU and MST shall select, by mutual agreement, at least four (4) persons to make arbitration decisions under this Article. Each individual selected shall serve for one year, but may be re-appointed by mutual agreement.

e. MST and ATU shall meet at least monthly, as necessary, and attempt in good faith to informally resolve all pending matters set forth in paragraph (a). All time limits are waived to accommodate this informal meeting. If not resolved by this informal meeting, either MST or ATU may thereafter request expedited arbitration under this Article by giving written notice of the matters to be arbitrated and stating the relief requested. The Notice of Arbitration shall state that the request is pursuant to Article 39A, "Expedited Arbitration." The arbitrator shall be notified within ten (10) days with a request for a mutually agreeable date for the arbitration.

f. Each expedited arbitration shall be heard by a single arbitrator selected, in rotation, from the four (4) arbitrators selected under paragraph d above. That arbitrator shall hear all matters then ready for resolution, if more than one case is pending. Should the arbitrator scheduled to



hear the next matter be unavailable for a period of thirty-(30) calendar days, the rotation shall be skipped to the next arbitrator.

g. Each arbitration under this paragraph shall be expedited and short. The parties intend that multiple matters (if more than one is pending) shall be resolved, in sequence, at one single arbitration date. All arbitrations shall be held on MST property, or at any other location within the MST service area to which the parties mutually agree. There shall be no transcript made. Neither party shall be represented by an attorney (unless the attorney is regularly employed by that party in a non-lawyer position). Written argument shall not be filed. No witnesses shall be called. No site visits shall be made. MST and ATU may each make one brief oral presentation and refer to written materials. The affected employee may make either a written or oral statement, or both. All expenses of the arbitration shall be equally divided between the parties, but if one party cancels the arbitration after the date has been set that party shall bear any costs associated with the cancellation.

h. The decision shall ordinarily be made orally immediately following presentation of the matter to the arbitrator; if not, the arbitrator shall be instructed to issue a decision within ten (10) working days following the close of the hearing. Decisions are to be as brief as possible but shall be supported by credible evidence. All decisions shall be final and binding on all of the parties unless vetoed by both parties. Decisions made by the expedited arbitration panel may be used as precedence for other matters determined by that panel, but shall not set precedent for any arbitration under Article 39 or Article 40.

i. This Agreement shall serve as the arbitration submission agreement, but the arbitration shall be limited to issues specifically set forth in the written grievance. The arbitrator shall not be authorized to change, modify, or amend any provision of this agreement, to award punitive damages, or to issue a decision contrary to any health or safety law of any city, county, state or federal authority.

j. Grievances that may arise during the term of this Agreement, but are unresolved after the termination of this Agreement, shall also be resolved in accord with the terms of this article.

k. Any violation by either party of any subparagraph of this article shall be deemed a forfeiture of the case by the party who violates that subparagraph.

## **ARTICLE 40. MEDICAL ARBITRATION**

a. Any employee found to have insufficient medical evidence to qualify for disability under PERS and Worker's Compensation, or modified disability programs, and is not allowed to return to duty status because of an order of MST's physician, may present his/her case for review, accompanied by a medical report from a licensed physician of his/her own choosing. MST, upon receipt of this report, shall either affirm the opinion of the MST physician, or may modify its previous determination that the employee should be removed from service.

b. In the event MST chooses to affirm the opinion of the MST physician, and the MST physician's opinion is in conflict with the opinion of the employee's physician, ATU and MST shall jointly select a physician to act as physician-arbitrator. If MST and ATU are unable to agree upon a physician-arbitrator, ATU and MST shall each designate two (2) physicians who are qualified to act as the physician-arbitrator. ATU may veto one (1) of the physicians selected by MST, and MST may veto one (1) of the physicians selected by ATU. The remaining two (2) names shall be placed on sealed slips of paper in a container and one (1) selected at random from the container by the party winning a coin toss.

c. The Medical Arbitration hearing shall be in lieu of any proceeding under Article 39 of this Agreement. The Medical Arbitration shall be held by the neutral physician/arbitrator so selected at a time mutually agreeable to all parties, provided, if the parties are unable to agree, the physician-arbitrator shall select the date. The proceeding shall be conducted in accord with the arbitration rules applicable to Article 39 of this Agreement.

d. The place of arbitration shall be determined by the physician/arbitrator after consultation with both the physician for the employee and the physician for MST.

## **UNION - AGENCY RELATIONS SECTION**

## **ARTICLE 41. ATU MEMBERSHIP**

- a. The provisions of this Agreement shall apply to all employees listed in Article 45 (a).
- b. All employees within the scope of this Agreement have the option to become Members of ATU “Trainees” are considered employees within the scope of this Agreement. MST shall provide ATU new employee information as per SB 866 of 2018.
- c. MST agrees to make payroll deductions of dues, fees, or assessments levied by ATU from the paychecks of its member employees, under the following conditions: deductions shall be for a specified amount and shall be made only upon the voluntary written authorization of the “application for membership”, and it being further understood that the deduction authorization may be revoked by the terms of the “application for membership” upon voluntary written notice to ATU. ATU will notify MST the list of members upon request.
- d. MST agrees to make payroll deductions of voluntary fees levied by ATU from the paycheck of non ATU members employees under the following conditions; deductions shall be for a specific amount and shall be made only upon the voluntary written authorization of the employee, and it being further understood that the deduction authorization may be revoked, upon voluntary written notice to ATU. ATU will notify MST the list of member upon request.
- e. Neither MST, non ATU member employees, nor the ATU member employees shall be charged a service fee for the deduction of ATU dues, and dues withheld by MST shall be transmitted to ATU promptly upon completion of deductions for the present pay period.
- f. ATU shall hold MST harmless against any claim made on account of check-off ATU dues.
- g. A need may exist from time to time during this agreement to create new positions within the scope of ATU representation in addition to those employees occupying the classifications listed in Article 41a. MST shall notify ATU, and shall meet and confer upon the creation of any new positions that may fall under the scope of the Collective Bargaining Agreement. The parties shall be guided by the rulings made under the National Labor Relations Act of 1947, Section 2 (11). This provision shall not be construed, however, as an agreement that the new position shall be within the scope of representation of ATU; such a determination shall only be made on a case-by-case basis.
- h. This agreement recognizes the fact that management shall have the right to have excluded from the bargaining unit supervisors, dispatchers, and employees who, by the nature of their duties, are confidential and more closely identified with management.

## **ARTICLE 42. ATU RECOGNITION**

- a. MST recognizes ATU as the sole collective bargaining agent for all of its employees covered by this Agreement, and agrees to meet and confer in good faith with duly accredited representatives of ATU, upon any and all interpretations, questions, grievances, and disputes concerning this Agreement which may arise concerning wages, hours and working conditions of employment, or any other Article of this Agreement in accord with all provisions of the Meyers-Milias-Brown Act. The meet and confer requirement shall extend to matters not specifically set forth in this Agreement, provided the matter pertains to wages, hours, or working conditions of employees covered by this Agreement. Questions respecting grievances, discharge, and discipline shall follow the process set forth by Articles 38, 39 or 39A.
  
- b. The parties acknowledge MST currently provides Rides, ADA and Special Transportation Paratransit Services (“Service Model A”), and fixed route and flexible demand dial-a-ride and trolley service (“Service Model B”). This work is currently subcontracted. If MST does not subcontract Service Model B, that work shall be subject to Article 42. MST and ATU shall meet and confer as to wage rates and work rules that shall apply to Service Model B.

## **ARTICLE 43. NOTIFICATION OF AGREEMENT**

- a. MST shall inform each new employee at the time of their employment of the existence of this Agreement, and refer the employee to the ATU representative.
- b. ATU and MST shall work jointly to develop, as part of the employee training program, a section to advise all new employees of their rights as ATU members.
- c. ATU shall have, at its option, a minimum of fifteen (15) minutes, but not to exceed a maximum of sixty (60) minutes, within the first five (5) working day of employment during each cycle of new ATU employees, for purposes of orientation. MST may have a representative observe this orientation.
- d. MST shall furnish ATU with the names of all employees covered by this Agreement entering or leaving the service of MST within five (5) days, excluding Saturdays, Sundays, and federal or state holidays.

#### **ARTICLE 44. EXISTING MST RULES**

a. MST, before establishing or changing existing MST rules, policies or regulations, will consult with ATU on rules and regulations which are subject to meet and confer under the Meyers-Milias-Brown Act. Those rules, policies, or regulations shall have effect during this Agreement.

b. During the first month following the effective date of this Agreement, the General Manager/CEO and/or appropriate representatives shall meet with the Shop Steward and/or appropriate ATU representative and discuss all rules, policies and regulations existing as of the date of this Agreement. Any new rule, policy or procedure governing hours, wages or working conditions shall be subject to the meet and confer provisions of the Meyers-Milias-Brown Act.

## **ARTICLE 45. SENIORITY FOR WORK ASSIGNMENTS**

a. Seniority shall govern in choice of assignments. An employee's classification seniority date shall determine his/her seniority. Classifications are as follows:

- (1) Coach Operator
- (2) Mechanic A
- (3) Mechanic B
- (4) Electronic Technician
- (5) Mechanic C
- (6) Facilities Technician III
- (7) Facilities Technician II
- (8) Facilities Technician I
- (9) Utility/Service Person
  
- (10) Inventory Clerk

b. The right of preference of work, vacancies and assignments will be governed by seniority of an employee within that classification.

c. MST may employ participants in an organized youth program to work part or full-time in utility service for wages only (the provisions of Articles 2 through 50 of this Agreement shall not apply) provided however, each such employee's service to MST shall terminate within 179 days or at the end of that program, whichever date shall first occur. Employees hired pursuant to this paragraph shall be employed in an "at-will" capacity, shall not become ATU members, and shall not have seniority over any ATU member regardless of date of hire, seniority date, or classification.



## **ARTICLE 46. REDUCTION IN FORCE**

- a. Employees laid off due to reduction in force shall be, within the following classifications (1. Coach Operators, 2. Mechanics ((Mechanic A, Mechanic B, Mechanic C), 3. Electronic Technician, 4. Facilities Technician III, 5. Facilities Technician II, and Facilities Technician I, 6. Utility Service, 7. Inventory Clerk, shall be in inverse order of seniority and shall be placed on a waiting list by department for recall. During such layoff, Coach Operators have the privilege of driving extra runs or assignments not handled by remaining Operators.
- b. All Coach Operators, including Regular Board, Extra Board and all Suburban Board employees shall be laid off, by seniority as a combined class.
- c. Employees laid off in force reductions shall be taken off the waiting list and returned to regular service as vacancies occur in that classification, provided they file their names and addresses with MST when laid off and advise MST of any change in address or status. Recalled employees shall be notified by registered mail. If any employee is recalled within five (5) days after notification from MST to return to work and does not provide written confirmation to MST of his/her intent to return, and/or if the employee does not report for duty within fourteen (14) calendar days after this notification from MST to return to work, he/she shall be considered as out of service and his/her name removed from the roster. In the case of temporary illness or disability he/she may, within the (5) five day period, secure an extension from the General Manager/CEO upon presentation of his/her disability to work.
- d. In the event there is a reduction in force, no utility service employee shall be furloughed so long as any individual is employed under the provisions of Article 45c
- e. MST shall use its best efforts to provide employees a minimum notice of ninety-(90) days prior to the effective date of any reduction in force. Prior to issuing a reduction in force notice, MST and ATU shall meet and confer regarding the reduction in force. Any employee not given a ninety (90) day notice shall continue to receive MST's contribution for health insurance under Article 13 for ninety (90) days from the date the employee was given notice of the reduction in force.

## **ARTICLE 47. ABSENCE FOR ATU BUSINESS**

a. Officers of ATU shall be granted absence (without pay), or at the employee's option, the employee may use accrued vacation or holiday time for ATU business when so requested, provided the duration and the frequency of leave is reasonable. To calculate the increment of leave without pay, MST shall first determine the total wage due for that employee's regular run (including minimum wage guarantee, if any) and then deduct the actual run time for which that employee was absent on ATU business.

b. Any member of ATU who holds office or shall be elected to any office of ATU, which requires his/her absence without pay from MST's employ, shall upon his/her retirement from said office, be placed in his/her former position, with full seniority and rate of pay.

c. Except as required for emergencies or other matters which could not have been anticipated, any request for leave under this Article shall be written and submitted to MST at least seventy two (72) hours before the effective time the requested leave shall commence. Each absence under this Article shall be approved in advance.

## **ARTICLE 48. BULLETIN BOARDS**

ATU may maintain, in any non-temporary MST garage or driver operating facility, bulletin boards for exclusive ATU use where notices pertaining to meetings, social events and information of general interest to ATU members may be posted. The bulletin boards shall be maintained in a neat and orderly fashion.

Should a temporary or satellite facility be needed, ATU may use the same process as MST to convey information to employees.

## **ARTICLE 49. DISCIPLINARY WORKERS**

MST may have work normally done by ATU employees done by persons assigned under the authority of the Court to perform work for disciplinary reasons, provided said use does not displace any employee nor reduce the hours or pay of any regular employee. MST shall provide ATU a copy of the order under which those workers have reported for duty to MST.

## **ARTICLE 50. EMPLOYEE MEETINGS**

- a. MST may call annual meetings, emergency meetings, and select employee meetings at its discretion during each calendar year upon giving at least five (5) days' notice posted on the bulletin board. Attendance shall be required of all designated employees who are not on personal leave or approved leaves of absence. Each employee shall be paid the actual time in attendance at the meeting. All wages paid under this Article shall be at straight time, not time and one half, except as may be required by the federal Fair Labor Standards Act (FLSA). Employees shall be excused from said meeting for the same reasons they would be excused from work, (i.e., illness, disability, vacation, leave of absence, absence for ATU business pursuant to Article 47, etc.).
- b. An informal meeting of MST department heads and up to four (4) ATU representatives (without pay if attendance is during off hours) may be held at MST on a date selected by mutual agreement approximately once every quarter. This group shall be designated the Joint Labor-Management Committee (JLMC). Employees who miss a work assignment to attend the JLMC, however, shall not suffer any loss of pay for the actual time spent in that meeting.
- c. The purpose of this meeting shall be to promote MST-ATU cooperation and to resolve issues of concern in the earliest and most expeditious manner possible.

## **ARTICLE 51. MUTUAL RECOGNITION, COOPERATION AND COMMITMENT TO QUALITY**

- a. ATU recognizes that the business of MST is advantageous to its employees. ATU shall assist MST in any reasonable manner to the end that unjust burdens are removed.
- b. MST and ATU are mutually committed to providing quality service to the public, and to maintain a respectful and cooperative labor-management relationship.
- c. ATU agrees to encourage its members to exert their best efforts to promote greater patronage of MST's facilities and reduce accidents to a minimum. MST and ATU shall encourage personnel and employees to promote morale and harmony among each other through mutual respect and timely and appropriate responses to stated concerns.
- d. ATU shall discourage any actual or apparent strike, sick-out, slow-down, work action or walk out during the term of this agreement and during any extension agreement.
- e. MST agrees that it shall allow ATU representatives reasonable release time during work hours in accord with the Meyers-Milias-Brown Act. It is mutually agreed that the number of released employees for attendance at any bargaining session concerning any extension of this Agreement, or contract negotiations for an Agreement that follows the expiration of this Agreement, shall be three (3). Released employees shall not lose any compensation or other benefits by reason of their attendance at formal meetings for meet and confer purposes.
- f. Paragraphs e through h of this Article provide modified working rules to apply during any actual or apparent strike, sick-out, slow-down, work action or walk out during the term of this agreement and during any extension agreement.
- g. During an actual or apparent work action MST may cancel or modify service schedules. During this period, MST may modify work rules, pay guarantees, and seniority rules. All regular board and extra board shall, during this period, be placed on a single rotation, based on that employee's immediate availability with further consideration given to the last day/time worked. During an actual or apparent work action, all pay guarantees shall be suspended and compensation shall be calculated solely based on time worked. There shall be no compensation during this period for assignments at home in an on-call status.
- h. Use of personal leave for illness or other disability during an actual or apparent work action shall be limited. Each day of alleged illness or injury must be verified by a medical doctor. A presumption shall arise that the employee has not made a bona fide leave request. Failure to establish, by clear and convincing proof, that the employee had a bona fide illness or injury for each day of absence during the actual or apparent work action shall result in a forfeiture of personal leave in the amount requested, a miss-out for each day of absence, and provide cause for further discipline, including dismissal from employment.
- i. During an apparent work action, personal leave for vacation and other approved leaves or absences, with or without pay, shall be canceled.

## **ARTICLE 52. NON-CONTRAVENTION OF LAWS**

It is understood and agreed that the provisions of this Agreement shall not violate any present or subsequent federal, state or municipal law, regulation, or order to the extent that any portion hereof is in conflict therewith and nothing herein shall require MST or ATU to do anything inconsistent with the charters, franchises, indeterminate permits, certificates of convenience or necessity, laws, judgments or decrees under which it may from time to time operate or exist, nor anything inconsistent with the orders or regulations of any competent governmental authority having jurisdiction to issue the same.

## **ARTICLE 53. WAIVER PROVISIONS**

- a. No employee shall be permitted to waive any of the benefits of this Collective Bargaining Agreement. No waiver or consent to employment under conditions other than specified in this Agreement may be asserted by any party unless there is a signed written supplement to the Agreement, executed by duly authorized officials of ATU, in advance of any deviation from the terms contained herein.
- b. No Business Representative or official of ATU has authority to orally modify any of the terms of this Agreement. Steward or Sub-Local Chairperson are not vested with authority to consent to or approve any deviation from the terms of this Agreement.
- c. Any modification to this Agreement shall be in writing, and shall be signed by each party.



## **ARTICLE 54. MEMORANDUM OF UNDERSTANDING**

It is agreed that all Memoranda of Understanding or prior Addenda not covered in this Agreement are null and void.

The parties agree that this Agreement contains the full and complete agreement between the Agency and the Union on all bargainable issues. Any prior written or prior oral agreements or any prior practices are superseded by the terms of this Agreement. Any modification, amendment or supplemental agreement shall be of no force and effect unless reduced to writing and approved by the signatories hereto and executed after the effective date of this Agreement.

## **ARTICLE 55. LIMITED DUTY EMPLOYEES**

a. Purpose of this Article. This Article provides employment and work rules for Limited Duty Employees, a special class of part-time employees. Limited Duty Employees are employed for wages only and the provisions of this Article shall prevail over any contrary provision in Articles 2 through 54 of this Agreement. Limited Duty Employees shall not have seniority over any ATU member regardless of the date of hire, seniority date, or classification.

b. Part Time Limits. Limited Duty Employee assignments shall be at the discretion of MST, but in no event shall a Limited Duty Employee be scheduled to work in excess of one hundred and twenty (120) hours per month during the period from October 1 to April 30. Hours exceeding one hundred and twenty (120) hours per month per employee may be assigned by MST to a Limited Duty Employee: (i) at any time during the period from May 1 to September 30, or (ii) after MST and ATU have met and conferred on such "excess assignments" during the period from October 1 to April 30.

c. Assignments. The number of Limited Duty Coach Operators shall at no time exceed thirty percent (30%) of the number of full time Coach Operators. MST and ATU shall meet and confer and agree before MST may hire Limited Duty Coach Operators exceeding the percentage cap specified above. Limited Duty Coach Operators may include operators trained for a limited number of routes (e.g., Trolleys, CSUMB, Otter, and Line 22 Big Sur), and/or trained for designated routes (e.g., CMAQ or other short term funding), and/or seasonal assignments (e.g. County Fair, AT&T Golf and/or CSUMB duties), and/or for operation of special vehicles (e.g. vehicles with a capacity for twenty-one passengers or less). Limited Duty Operators may also be assigned work pursuant to Articles 30 and 33. Limited Duty Utility/Service personnel may be employed (i) during the period from May 1 to September 30, or (ii) after MST and ATU have met and conferred on assignments during the period from October 1 to April 30.

d. Assignments not Exclusive. Run assignments described in this Article shall not be exclusive to Limited Duty Coach Operators, may be assigned to Regular and/or Extra Board Operators, and may also be incorporated into regular run blocks and extra board assignments.

e. Employment Status. Limited Duty Employees shall not achieve regular employment. Instead each employee shall be employed "at will" and may be dismissed from employment by MST with or without cause. However, any employee discharged or disciplined shall be provided a statement of the reasons for that action. The provisions of Articles 38, 39, and 40 shall not apply. The provisions of Article 28 (paragraphs a through f only) shall apply to safety related incidents. The provisions of Article 39A shall apply to any other grievance brought by a Limited Duty Employee. Seniority among Limited Duty Employees shall be determined by each employee's solo date (able to operate a coach in service alone).

f. ATU Membership. Limited Duty Employees shall be subject to Article 41 requirements and shall become members of ATU thirty-one (31) days after their initial date of hire.

g. Conversion from Limited Duty to Regular Employment. If a vacancy occurs in a full-time position, that vacancy shall first be filled by promotion of a Limited Duty Employee, when

possible. The conversion of each Limited Duty Employee to full-time status shall occur on a one-for-one basis, monthly, as budgeted. For example, within one month of attrition of one full-time employee, one Limited Duty Employee shall be offered a full-time position. Limited Duty Employees shall be granted preference and priority for hiring as full-time employees, before the employment of any applicant who is not a current MST employee. The minimum number of Full-time Operator positions required by this provision is the higher of the number of Operator positions currently budgeted, i.e. 122 Operator positions, or the number of Operator positions budgeted in the future. This section requires a minimum number of conversions; however, should MST determine that more conversions or hiring of Full-time Operators are necessary for the operation it may do so.

h. Return to Regular Employment. Full-time operators and MST retirees shall be granted preference and priority for hiring as Limited Duty Employees, before the employment of any applicant who is not a current MST employee or an MST retiree. A regular ATU employee (Regular, Extra Board, or Maintenance Employee) who applies and is accepted for employment as a Limited Duty Employee may later vacate the Limited Duty position and return to that employee's former regular position with no loss of seniority.

i. Layoff Requirements. Limited Duty Employees shall be laid off, within class, prior to the layoff or reduction in force of any Regular Operator or any Extra Board Operator.

j. Introductory Service Requirement. A Limited Duty Employee who applies and is accepted for employment to a non-Limited Duty position shall then be required to serve an "Introductory Period" as described in Article 23a of this Agreement, provided the "initial date of employment" referenced in that paragraph shall be the first day in which the employee occupies the Extra Board position.

k. Wage Range. The Basic Wage Range for Limited Duty Employees shall be set forth in the current wage range table as referenced in Article 15. The wage for each Limited Duty Operator shall be set within that wage range based upon the factors of qualifications, aptitude, length of service and performance pertaining to that employee.

l. Work Rules. MST may establish and modify, from time to time, run block, rotation and work rules that govern work assignments for Limited Duty Employees. MST shall meet and confer with ATU before those work rules are added to the MST\_Standard Operating Procedures and/or MST Employee Handbook.

m. Health Plan. In order to comply with coverage requirements and benefit plan design, MST may, at its sole discretion, determine that Limited Duty Employees as a group are or are not eligible to participate in one or more plan options under Article 13. If a Limited Duty Employee is eligible to participate in one or more plan options under Article 13, that employee shall be responsible for the full (100%) cost of any benefits that employee selects. MST shall make no monetary contribution on behalf of that employee.

n. PERS. To the extent a Limited Duty Employee is qualified and required to participate in PERS Retirement, MST shall pay the full (100%) cost of the "employer's share" of PERS and the "employee's share".

o. Uniforms. Uniforms will be issued in according to Article 9 or Article 10 of this contract (as appropriate to the employee), however, the payment under paragraph 9b for Limited Duty Operators shall instead be for one (1) jacket, three (3) pants, and five (5) shirts.

p. Personal Leave. Limited Duty Employees will accrue "Personal Leave" in accord with the at the full-time rate of 4.31 hours per pay period, but actual leave shall be accrued on a pro-rata basis determined by actual hours worked during the prior year as a fraction of full-time work (time worked/2080 hours x 112 = accrued pro-rata leave). "Hours worked" means all time in a paid status, including personal leave or occupational injury (O.I.) time, but shall not include unpaid leave or SDI disability time. Accrued leave shall be credited on the first full pay period in January of each year.

## **ARTICLE 56. SUBURBAN BOARD, WORK AND OPERATING RULES**

- a. Suburban Operator Board. In addition to the operating rules and work assignments established for Regular Board, Extra Board, Mechanic, Maintenance and Limited Duty employees elsewhere in the CBA, this Article shall govern the employment, assignment and operating rules applicable to the newly-created Suburban Board Coach Operator, which is a special class of coach operator employees.
- b. ATU Membership. Suburban Board Employees shall be subject to CBA Article 41 and shall have the option to become ATU members. Suburban Board employees shall have seniority based upon their solo date. For purpose of CBA Article 45 (Seniority for Work Assignments) Suburban Board employees shall be a separate classification.
- c. Priority Employment, Any Regular, Extra Board, Maintenance Employee, or MST retiree shall be granted preference and priority for hiring as a Suburban Board Operator, before the employment of any applicant who is not a current MST employee or an MST retiree. A regular ATU employee (Regular, Extra Board, or Maintenance Employee) who applies and is accepted for employment as a Suburban Board Coach Operator may later vacate the Suburban Board Coach Operator position and return within 182 days to that employee's former position with no loss of seniority.
- d. Conversion from Suburban Board to Other MST Employment, If a vacancy occurs in any other coach operator board (regular board or extra board), that vacancy shall first be filled based on the application of a Suburban Board employee. Such an applicant, if in good standing, shall be granted preference and priority for hiring before the employment of any applicant who is not a current MST employee. Upon conversion, each employee shall serve a new Introductory Period in accord with CBA Article 23.
- e. Introductory Service Requirement. Each Suburban Board Employee accepted for employment shall serve an "Introductory Period." During this Introductory Period, the provisions of CBA Article 23 shall apply. Until that employee achieves regular status, the operator shall be employed "at will" and may be dismissed from employment by MST at any time, with or without cause.
- f. Suburban Board Work. Suburban Board Operators may be assigned to operate special vehicles (e.g. mini-buses or vehicles with a capacity for twenty-one passengers or less), limited routes (e.g. CSUMB, Otter, and Line 22 Bid Sur), designated routes (e.g. short term funding), seasonal assignments (e.g. County Fair, AT&T Golf or CSUMB duties), or Service Model B work, or other work assigned pursuant to CBA Article 33f. Suburban Board Operators shall receive Suburban Board Wage rates of pay in accord with this Article while performing any work.
- g. Non-Exclusive Assignment. Work assigned pursuant other provisions of this Article shall not be exclusive to Suburban Board Operators, may be assigned to Regular or Extra Board Operators, and may also be incorporated into regular run blocks and extra board assignments. Regular Board and Extra Board employees shall receive their regular rates of pay in accordance with CBA Article 15 while performing any Suburban Board work.
- h. Suburban Board Wage Range. The following Suburban Board Operator Wage Range shall be governed by Article 15.
- i. Operator Ratios. The number of Suburban Board Operators employed by MST shall not exceed 30 percent of the number of MST Regular Board and Extra Board operators, combined without ATU consent.

- j. Minimum Wage Guarantee. CBA Article 16 Minimum Wage Guarantee contract provisions shall apply to Suburban Board Operators.
- k. Health Plan. Suburban Board Employees shall be eligible to participate in plan options in accordance with CBA Article 13.
- l. Retirement. Suburban Board Employees shall be eligible to participate in PERS retirement in accord with CBA Article 14.
- m. Personal Leave. Suburban Board Employees shall be eligible to accrue and utilize personal leave in accord with CBA Article 2, Accrual rates shall be set by Table B-3 from Article 2.
- n. Uniforms. MST shall issue uniforms and applicable allowances to Suburban Board Employees in accord with CBA Article 9.
- o. Other Benefits. The following CBA provisions shall apply to Suburban Board Employees: Article 3 (Holidays, Article 4 (Holiday Time Off), Article 5 (Donation of Personal Leave), Article 6 (Funeral Leave), Article 7 (Free Transportation), Article 8 (Loss of Property), Article 12 (Driver's Room), Article 17 (Pay for Injury), Article 18 (Pay for Interviews, Testimony, Investigations), Article 19 (Instructor Pay), Article 20 (Jury Duty), Article 21 (Mileage Compensation), and Article 24 (Leaves of Absence).
- p. Operating Rules. The follow CBA provisions shall apply to Suburban Board Employees: Article 25 (Accident/Incident Report), Article 26 (Re-Instruction & Physicals), Article 27 (Jurisdiction), Article 28 (Safety), and Article 29 (Meal Breaks & Rest Breaks) to the extent this Article pertains to Extra Board operators. MST may establish and modify, from time to time, run block, rotations, work and other operating rules that govern work assignments for Suburban Board Employees. MST shall meet and confer with ATU before Suburban Board rules are added to the MST Standard Operating Procedures or MST Employee Handbook.
- q. Safety, Discipline, Grievance and Arbitration. CBA Articles 28 (Safety), 28 (Discipline), 39 (Grievances), 39A (Expedited Arbitration) and 40 (Medical Arbitration) shall apply to Suburban Board Operators.
- r. Work Assignment, Suburban Board Operators may be assigned to Suburban Board work as either a Suburban Regular Run, a Suburban Extra Board, or as a Suburban hold down. Suburban Board Operators not assigned to a Suburban Board regular run shall participate in Suburban Extra Board work assignments based on first in, first out, last day worked.
- s. Single Division. All Suburban Board work shall be rotated as a single division.
- t. Restricted Operators. Any Suburban Board Employee restricted from access to any military base or other Federal Installation shall not bid for a run that includes upon these

installations. Any Operator restricted from entering onto a military base or Federal installation shall not be eligible to participate in any of the following:

- t.1. Volunteer for any run serving any military of Federal installation.
  - t.2. Take a hold down serving any military or Federal installation.
  - t.3. Be subject to reverse seniority or mandatory overtime assignment to any run serving any military or Federal installation. Each restricted employee shall be skipped from any rotation and placed at the back of the group. It is recognized that MST may not be able to assign work to any restricted Suburban Board operator.
- u. Layoff. CBA Article 46 (Reduction in Force) shall be amended to include Suburban Operations in the classification of Coach Operators for the purpose of lay off rules, if needed for any reduction in force. In such event, all Coach Operators, including Regular Board, Extra Board and all Suburban Board employees shall be laid off, by seniority as a combined class.
- v. Definitions.
- v.1. Mini-Bus. The term “Mini-Bus” shall mean a passenger carrying motor vehicle designed to carry more people than a multi-purpose vehicle or minivan, but fewer people than a full-size bus. For MST, this term describes any vehicle having a capacity of less than 31 passengers. The term Mini-Bus shall include Type II cut away mini buses.
  - v.2. Service Model A. This term refers to and includes the MST Riders ADA Paratransit Services Program, the MST Riders Special Transport (ST) Program and the MST Rides Special Medical Trips Program. Service Model A provides transportation services for persons with disabilities that may prevent them from using MST’s regular fixed route system. Service Model A is a shared-ride system providing first door-to-first door transportation services to eligible passengers.
  - v.3. Service Model B. This term refers and includes to Fixed Route services, Senior Shuttle services, MST On Call services, and Special Events services provided through the use of Mini-Buses. Service Model B shall not include paratransit transportation, or similar services.

### ARTICLE 57. CONTRACT TERM

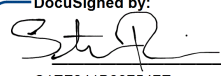
The term of this Agreement shall be for three (3) years. The Agreement shall commence October 1, 2022, and end September 30, 2025.

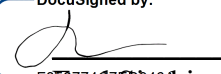
Any and all changed contract provisions shall be applied prospectively, that is, shall take effect as soon as practicable following ratification of this Agreement.

IN WITNESS WHEREOF, the Undersigned set their hands this 17th day of October 2022.


#### Amalgamated Transit Union

##### Local 1225

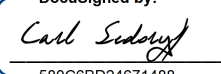
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Steven Ramirez – President

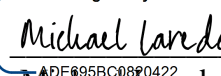
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Fred Simkins - E-Board Member

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Isidro Corona - Chief Steward

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Kimberly Moore - Chief Steward

#### Monterey-Salinas Transit District

DocuSigned by:  
By:   
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Carl G. Sedoryk - General Manager/CEO

DocuSigned by:  
By:   
ADEF895BC0890422  
Michael Laredo, Esq. - MST General Counsel

DocuSigned by:  
By:   
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Kelly Halcon – Director of Human Resources



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