

MEMORANDUM OF UNDERSTANDING

BETWEEN

SUNLINE TRANSIT AGENCY

AND

TEAMSTERS LOCAL 1932

APRIL 24, 2022

THROUGH

JUNE 30, 2024



In Memorium



*This first contract for SunLine Transit Agency Teamsters is
dedicated to the memory of Diane Warren.*

*Diane was an excellent organizer, who helped many working-class
families improve their livelihood by becoming members of
Teamsters Local 1932. Her tenacity and persistence helped this
group at Sunline get a seat at the bargaining table. Her efforts
and accomplishments will be remembered for years to come.*

TABLE OF CONTENTS

		Page
ARTICLE 1	RECOGNITION.....	4
	1.1	4
	1.2	4
	1.3	4
	1.4	4
ARTICLE 2	TERM	4
ARTICLE 3	FULL UNDERSTANDING, MODIFICATION, SEVERABILITY, DISCUSSION.....	5
	3.1	5
	3.2	5
	3.3	5
	3.4	5
	3.5	5
	3.6 DISCUSSION.....	5
ARTICLE 4	CONTINUITY OF SERVICE	6
	4.1 NO WORK STOPPAGE	6
	4.2	6
	4.3 NO LOCKOUT.....	6
	4.4 EMERGENCY.....	6
	4.5 DESIGNATED ESSENTIAL FIRST LINE RESPONDERS	6
ARTICLE 5	LAYOFFS AND CONTRACTING OUT	6
	5.1 DEFINITION OF LAYOFF	6
	5.2 NOTICE TO TEAMSTERS.....	7
	5.3 ORDER OF LAYOFF	7
	5.4 EXCEPTION TO ORDER OF LAYOFF.....	7
	5.5 RECALL.....	7
	5.6 CONTRACTING OUT	7
ARTICLE 6	TEAMSTERS' SECURITY.....	8
	6.1 VOLUNTARY DUES DEDUCTION	8
	6.2 INFORMATION TO EMPLOYEES.....	8
	6.3 USE OF BULLETIN BOARDS.....	9
	6.4 NON-DISCRIMINATION	9
	6.5 LIST OF TEAMSTERS' STEWARDS/AUTHORIZED TEAMSTERS' EMPLOYEE REPRESENTATIVES.....	9
	6.6 WORKING STEWARDS	9
	6.7 CONDUCTING TEAMSTERS' BUSINESS ON SUNLINE PROPERTY	10
	6.8 NEW EMPLOYEE ORIENTATION	10
	6.9 UNION LOGOS.....	10
ARTICLE 7	MANAGEMENT RIGHTS	10
ARTICLE 8	WAGES/SALARIES	11
	8.1 2021 ACROSS-THE-BOARD	11
	8.2 2022 ACROSS-THE-BOARD	11
	8.3 2023 ACROSS-THE-BOARD	11
	8.4 ONE-TIME LUMP SUM PAYMENT	11
ARTICLE 9	PAYDAYS/PAYCHECKS	11
ARTICLE 10	HOURS OF WORK, OVERTIME AND REIMBURSEMENT OF WORK-RELATED EXPENSES.....	12
	10.1 HOURS OF WORK.....	12
	10.2 OVERTIME	12
	10.3 MEAL AND REST PERIODS	12
	10.4 WORK-RELATED EXPENSES	13
ARTICLE 11	UNIFORMS.....	13
	11.1 FIELD SUPERVISOR, FIXED ROUTE CONTROLLER, SAFETY OFFICERS, TRANSIT TRAINERS & PARA TRANSIT CONTROLLER	13
	11.2 COIN COUNTER, MATERIALS & INVENTORY TECHNICIAN, AND MATERIALS & INVENTORY SUPERVISOR.....	14
ARTICLE 12	HEALTH AND WELFARE, VACATION, LEAVES AND RETIREMENT	14
	12.1 HEALTH, DENTAL, VISION AND LIFE INSURANCE	14
	12.2 CESSATION OF PAYMENT OF PREMIUMS.....	15
	12.3 LIFE INSURANCE.....	15
	12.4 FREE STA BUS TRANSPORTATION	15

	12.5	LEAVES OF ABSENCES.....	15
	12.6	RETIREMENT PLANS.....	17
	12.7	DISABILITY INSURANCE.....	17
	12.8	CELLULAR PHONES AND OTHER ELECTRONIC DEVICES	18
	12.9	PART-TIME EMPLOYEES	18
ARTICLE 13		HOLIDAYS.....	18
	13.1	FINANCE UNIT AND ALL FULL-TIME TRANSPORTATION AND SAFETY EMPLOYEES	18
	13.2	VACATION TIME OFF	19
	13.3	8/10 HOLIDAY PAY	19
	13.4	HOLIDAY PAY RATE	19
	13.5	TRANSPORTATION AND SAFETY UNIT HIRED ON/AFTER MARCH 1, 2022	19
ARTICLE 14		PHYSICAL EXAM	20
	14.1	.....	20
	14.2	.....	20
	14.3	.....	20
	14.4	.....	20
ARTICLE 15		PERSONNEL FILES	21
	15.1	MAINTENANCE OF PERSONNEL FILE	21
	15.2	CONFIDENTIALITY	21
	15.3	REQUEST TO REVIEW FILE(S)	21
ARTICLE 16		ATTENDANCE.....	21
	16.1	.....	21
	16.2	DEFINITIONS.....	22
	16.3	PROGRESSIVE DISCIPLINE FOR ABSENCES.....	23
	16.4	.....	23
	16.5	.....	23
	16.6	.....	23
ARTICLE 17		PARATRANSIT RESERVATIONIST.....	24
ARTICLE 18		PROBATIONARY PERIOD	24
	18.1	APPLICATION.....	24
	18.2	DEFINITIONS.....	24
	18.3	PERFORMANCE EVALUATION	25
	18.4	EXTENSION OF PROBATIONARY PERIOD	25
	18.5	CURRENT EMPLOYEES WHO HAVE BEEN EMPLOYED LESS THAN NINE (9) MONTHS	25
ARTICLE 19		DISCIPLINARY PROCEDURES	25
	19.1	APPLICATION.....	25
	19.2	DEFINITION OF DISCIPLINE SUBJECT TO THESE PROCEDURES.....	25
	19.3	CAUSE FOR SUSPENSION, DEMOTION, REDUCTION IN SALARY, DISMISSAL.....	26
	19.4	DISCIPLINARY PROCESS	27
	19.5	EXCEPTION	27
	19.6	FINAL DECISION OF DISCIPLINE.....	28
	19.7	APPEAL FROM FINAL DECISION OF DISCIPLINE.....	28
	19.8	CONDUCT OF THE APPEAL HEARING.....	29
	19.9	STANDARD OF REVIEW AND TAKING OF EVIDENCE	29
	19.10	.....	29
ARTICLE 20		GRIEVANCE PROCEDURE	30
	20.1	DEFINITION	30
	20.2	GRIEVANCE PROCEDURE.....	30
	20.3	FAILURE TO RESPOND AND EXTENSIONS OF TIME.....	31
	20.4	MEDIATION	32
ARTICLE 21		WORKPLACE SAFETY	32
	21.1	WORKPLACE SAFETY MEETINGS.....	32
	21.2	WORK-RELATED INJURIES	32
		RATIFICATION AND EXECUTION	33
		SIDE LETTER AGREEMENT: SHIFT START TIME	33
		“WEINGARTEN RIGHTS”	BACK COVER

MEMORANDUM OF UNDERSTANDING BETWEEN SUNLINE TRANSIT AGENCY AND TEAMSTERS LOCAL 1932

ARTICLE 1 RECOGNITION

- 1.1 SUNLINE hereby recognizes the International Brotherhood of Teamsters, Local Union No. 1932 ("TEAMSTERS") as the exclusive representative of the following three bargaining units for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment:
 - 1.1.1 Transportation Unit. Consisting of the following positions: Field Supervisor, Fixed Route Controller, Paratransit Controller, Paratransit Reservationist, and Customer Service Representative.
 - 1.1.2 Safety Unit. Consisting of the following positions: Safety Officer and Transit Trainer.
 - 1.1.3 Finance Unit. Consisting of the following positions: Accounting Technician, Accounting Technician II, Accounting Clerk, Coin Counter, Grants Analyst, Senior Accountant, Contracts Assistant, Procurement Specialist, Materials and Inventory Technician, and Materials and Inventory Supervisor.
- 1.2 The number of positions in each position will vary in accordance with SUNLINE's requirements and will be established by SUNLINE.
- 1.3 Assignment of personnel to each position and between these positions will be made by SUNLINE.
- 1.4 For purposes of administering the terms and provisions of this Collective Bargaining Agreement ("Agreement"):
 - 1.4.1 Management's principal authorized agent shall be SUNLINE's Chief Executive Officer/General Manager or his or her duly authorized representative (c/o SUNLINE, 32505 Harry Oliver Trail, Thousand Palms, CA 92276; (760) 343-3456).
 - 1.4.2 TEAMSTERS' principal authorized agent shall be its Business Agent (c/o TEAMSTERS, 433 N. Sierra Way, San Bernardino CA 92410; (909) 889-8377).

ARTICLE 2 TERM

The term of this Memorandum of Understanding shall be from April 24, 2022, to June 30, 2024.

ARTICLE 3

FULL UNDERSTANDING, MODIFICATION, SEVERABILITY, DISCUSSION

- 3.1 The parties agree that this Agreement constitutes the full and final Agreement of the parties on all subjects covered in this Agreement.
- 3.2 Neither party waives any of its rights or obligations under existing State or Federal law, with regard to their duty to negotiate over subjects not covered in this Agreement.
- 3.3 Any employment policy, practice, and the Employee Handbook, are incorporated into this Agreement, unless otherwise stated herein. In the event of a conflict between this Agreement and an existing policy and/or practice, this Agreement shall govern.
- 3.4 SUNLINE reserves the right to add to, delete from, amend, or modify the Employee Handbook and department procedures and guidelines during the term of the Agreement, subject to the requirements of the Meyers-Milius-Brown Act. Such rules may, at the sole discretion of SUNLINE, stay in full force and effect or be modified as it sees fit, provided, however, that such changes are not in conflict with the provisions of this Agreement.
- 3.5 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement. It is the express intention of the parties that all other provisions of this Agreement shall remain in full force and effect and that the parties agree to begin meeting within thirty (30) calendar days to negotiate a resolution to the issues created by the Court's decision.
- 3.6 Discussion
 - 3.6.1 It is the intent of both parties to maintain an open line of communication for the betterment of employer-employee relations. Any issue not pertaining to grievances or grievable issues may be discussed by TEAMSTERS or SUNLINE at either party's request.
 - 3.6.2 A party requesting a discussion may orally or in writing notify the other party of the subject to be discussed. Thereafter, a meeting shall be promptly arranged at which meeting not more than two (2) TEAMSTERS' members and the business representative of TEAMSTERS may be present. Upon notification and with mutual agreement, either party may include additional representatives.
 - 3.6.3 If the parties are not able to resolve the issues after three (3) meetings, the issues will be considered dropped, unless both parties agree to meet additional times.
 - 3.6.4 If the discussion process results in an agreement between the SUNLINE and TEAMSTERS to amend this CBA, such agreement shall be incorporated in a written Letter of Understanding (hereinafter "LOU"), signed by the SUNLINE Representative and TEAMSTER representative(s).

ARTICLE 4

CONTINUITY OF SERVICE

4.1 No Work Stoppage

During the term of this Agreement, TEAMSTERS agrees that it shall not engage in any strike, slowdown, sick out or any other concerted activity that will stop, hinder, or impair SUNLINE's ability to provide safe and efficient public transportation. Any employee who engages in conduct prohibited by this section shall be subject to immediate termination.

4.2 If TEAMSTERS fails, in good faith, to perform all responsibilities set forth below, SUNLINE may pursue such legal remedies as may be available under law.

4.3 No Lockout

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

4.4 Emergency

Nothing in this Agreement shall limit SUNLINE's authority to suspend the terms and provisions of this Agreement in an emergency. However, such suspension shall not be extended beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance or event, Act of God, natural calamity (e.g., flood, fire), civil disorder, national emergency, community need or any other circumstance where any City or political subdivision in the SUNLINE Transit Agency service area declares an emergency or requests assistance under TransMac.

4.5 Designated Essential First Line Responders

The parties recognize and agree that all members of the bargaining unit are designated as essential first line responders, and if SUNLINE declares a state of emergency, then the terms and conditions of this Agreement shall be suspended, and bargaining unit members may be mandated to report to work. "Emergency" is defined as an unforeseen circumstance or event, Act of God, natural calamity (e.g., flood, fire), civil disorder, national emergency, community need or any other circumstance where any City or political subdivision in the SUNLINE Transit Agency service area declares an emergency or requests assistance under TransMac.

ARTICLE 5

LAYOFFS AND CONTRACTING OUT

5.1 Definition of Layoff

A "layoff" means a separation resulting from lack of work, lack of funds or other economic reasons, abolishment of a position, reorganization, or elimination or reduction in service level as considered necessary by the Chief Executive Officer/General Manager. An employee may be laid off or demoted without the right of appeal. A layoff is not disciplinary action. A layoff may affect one or more departments and/or positions as the needs of SUNLINE dictate.

5.2 Notice to TEAMSTERS

SUNLINE and TEAMSTERS shall meet and confer on the effect of SUNLINE's action to lay off employees. This will occur prior to implementation of layoffs, except in emergency circumstances, including wherein SUNLINE declares a fiscal emergency. The agreement to meet and confer over the effect of SUNLINE's decision to lay off employees shall not in any way impair the right of SUNLINE to exercise and implement any of its rights to layoff.

SUNLINE shall provide TEAMSTERS at least one (1) week notice when it is considering layoffs. SUNLINE and TEAMSTERS shall commence negotiations regarding the impacts of the layoffs within three (3) calendar days of the notice.

5.3 Order of Layoff

5.3.1 In the event of layoff, probationary employees within the classification being reduced shall be the first to be laid off. For each subsequent layoff within the classification being reduced, reduction shall be made in inverse order of Classification Seniority. All persons affected shall be given at least seven (7) calendar days' notice of such layoff.

5.3.2 "Classification Seniority" is defined as the day the employee begins work in his or her current position. If two (2) or more employees hold the same Classification Seniority, seniority shall be determined by alphabetical order by last name. Time worked in an acting or interim status shall not count toward Classification Seniority.

5.3.3 "SUNLINE seniority" is defined as the cumulative time worked by an employee for SUNLINE and is calculated to start on the day the employee begins work for SUNLINE.

5.4 Exception to Order of Layoff

Whenever the Chief Executive Officer/General Manager believes that the best interest of SUNLINE requires the retention of employees with special qualifications, characteristics, skills and fitness for work, the Chief Executive Officer/General Manager may grant an exception to the order of layoff after consultation with representatives of TEAMSTERS.

5.5 Recall

5.5.1 When SUNLINE makes the decision to restore a position that was previously reduced, SUNLINE shall recall the employee who was laid off with the highest Classification Seniority within the twelve (12) months of the layoff. If no employee with the same Classification Seniority is available, SUNLINE shall recall the employee with the highest SUNLINE seniority that previously held the classification within the bargaining unit.

5.5.2 The layoff list for purposes of recall shall include all employees who have been laid off, displaced or recalled to a lower classification.

5.6 Contracting Out

SUNLINE and TEAMSTERS share a common interest in maintaining the stability and the security of SUNLINE's workforce. SUNLINE agrees to notify TEAMSTERS of possible contracting out of SUNLINE work or services if such contracting out will have a significant long-term impact on work performed by employees in classifications represented by TEAMSTERS.

5.6.1 Such notification will be given before a decision to contract out is made; and

- 5.6.2 TEAMSTERS will have an opportunity to comment prior to a determination by SUNLINE to enter into contracting arrangements.
- 5.6.3 This provision shall not apply to contracts already established at the time this Agreement is adopted.

ARTICLE 6

TEAMSTERS' SECURITY

6.1 Voluntary Dues Deduction

During the term of this Agreement, TEAMSTERS shall provide written notice to SUNLINE of the names of those employees in the covered bargaining units who have submitted a written authorization for dues deductions to TEAMSTERS. After receipt of such notification from TEAMSTERS, SUNLINE shall deduct Union dues from the pay of those identified employees and remit such monies to TEAMSTERS.

TEAMSTERS certifies that it has and will maintain individual employee authorizations. TEAMSTERS shall not be required to submit to SUNLINE a copy of an employee's written authorization unless a dispute arises about the existence or terms of the written authorization. Employee requests to cancel or change authorizations for dues payments or payroll deductions shall be directed to TEAMSTERS. SUNLINE shall forward any employee requests that it receives to TEAMSTERS. TEAMSTERS shall be wholly responsible for processing these employee requests and notifying SUNLINE of any membership changes.

TEAMSTERS hereby agrees to indemnify and hold harmless SUNLINE for any loss or damages, claims or causes of action or lawsuits, arising from the operation of this provision of the Agreement. It is also agreed that neither any employee nor TEAMSTERS shall have any claim for error against SUNLINE for any deductions made or not made, as the case may be. TEAMSTERS shall immediately refund to SUNLINE any amounts paid to it in error, upon discovery of the error by TEAMSTERS and/or presentation of supporting evidence by SUNLINE.

Beginning in the first pay period of July 2022, SUNLINE agrees that it shall make additional voluntary deductions from employees who provide written authorization for voluntary contributions to D.R.I.V.E TEAMSTERS Local 1932. TEAMSTERS shall provide SUNLINE with the written authorization of the amounts designated by each contributing employee that is to be deducted from their paycheck. SUNLINE shall issue one (1) monthly check to D.R.I.V.E National Headquarters in the total amount deducted, along with the name of each employee on whose behalf a deduction is made and the employee's social security number. TEAMSTERS shall reimburse SUNLINE for the actual cost for the expense incurred in administering this voluntary deduction plan.

6.2 Information to Employees

SUNLINE shall inform all new hires and all employees promoted into the bargaining unit, at the time of hire or promotion, of the existence of this Agreement.

6.3 Use of Bulletin Boards

SUNLINE will maintain two (2) bulletin boards for the exclusive use of TEAMSTERS on SUNLINE property, as determined by SUNLINE, for the proper display of official bulletins, notices, etc. TEAMSTERS will monitor such bulletin boards to ensure that only official notices are posted.

6.3.1 The bulletin boards may be used by TEAMSTERS for posting TEAMSTERS-approved notices.

6.3.2 Notices shall not contain materials that are derogatory, slanderous, or obscene and no posting shall contain any material that is defamatory or derogatory about any SUNLINE employee or Board member. No political campaign advocacy shall be posted for Federal, State or local elections.

6.3.3 Notices posted that are not TEAMSTERS-approved shall be removed immediately.

6.3.4 Management shall not post any materials on TEAMSTERS' designated bulletin boards.

6.4 Non-Discrimination

6.4.1 SUNLINE and TEAMSTERS agree that, in accordance with Government Code sections 3500 to 3511, employees shall not be interfered with, intimidated, restrained, coerced or discriminated against because of their participation in or refusal to participate in TEAMSTERS' activity.

6.4.2 SUNLINE and TEAMSTERS agree not to discriminate against an employee because of race, color, sex, age, marital status, religious creed, national origin, ancestry, disability, medical condition, sexual orientation or citizenship status. Employees must address these concerns via HR Policy and Procedure, and these complaints are not subject to the grievance procedure.

6.5 List of TEAMSTERS Stewards/Authorized TEAMSTERS Employee Representatives

6.5.1 TEAMSTERS shall provide a written list of names of authorized TEAMSTERS employee representatives and TEAMSTERS Stewards to SUNLINE's Chief of Human Relations or designee, as well as changes in such list at least five (5) business days prior to the effective date of assuming the duties of office. The parties agree that there shall be three (3) designated employee Stewards, one (1) from each bargaining unit. The parties agree there shall be one (1) alternate TEAMSTERS Steward.

6.6 Working Stewards

6.6.1 It is agreed and understood that employee TEAMSTERS Stewards are employed to perform full-time productive work for SUNLINE. Stewards will be required to observe all safety and other rules and regulations of SUNLINE. Nothing herein regarding rules of conduct shall be construed to prevent the Steward from conducting TEAMSTERS business in a responsible manner.

6.6.2 TEAMSTERS Stewards may only leave their work during working hours with prior written (including email) notification and prior approval by their managers in order to investigate grievances or proposed disciplinary actions, attend grievance or pre-disciplinary hearings provided such release from work does not negatively impact the

safety of others or SUNLINE operations; and the employee and the employee's manager agree to set an approximate period of time the employee shall be released from work.

- 6.6.3 Attendance is in a paid status provided the release time is during the regular work shift of the employee that day. Attendance outside of the normal work hours of the TEAMSTERS Steward is in an unpaid status.

6.7 Conducting TEAMSTERS' Business on SUNLINE Property

TEAMSTERS' business representatives will be permitted access to work locations during the work hours TEAMSTERS' members are working for the purpose of conducting TEAMSTERS' business with TEAMSTERS' Stewards and TEAMSTERS' members. Authorized TEAMSTERS' business representatives shall notify the Chief of Human Relations, or designee, in advance of their intent to visit a worksite and the approximate duration of the visit. The representative's access will not disrupt the workflow as determined by SUNLINE. The representative shall promptly abide by SUNLINE's request to vacate SUNLINE property. TEAMSTERS' staff representatives will be required to observe all safety conduct and other rules and regulations of SUNLINE.

6.8 New Employee Orientation

- 6.8.1 SUNLINE will provide at least five (5) calendar days' notice to the TEAMSTERS of new employee orientation.
- 6.8.2 TEAMSTERS will be provided up to one half (1/2) hour at the new employee orientation session to speak with new employees about the Collective Bargaining Agreement and other items as allowed by law.
- 6.8.3 SUNLINE will provide TEAMSTERS with an electronic copy of the name, personal and work email address, and personal cell phone number of all new employees within thirty (30) days of hire and shall provide this same information for all TEAMSTERS' bargaining unit employees every one hundred twenty (120) days, unless employee(s) inform SUNLINE that they do not consent to the release of their personal email or cell number.

6.9 Union Logos

Members shall be permitted to wear a TEAMSTERS' button on their work shirts. The size of the button is subject to SUNLINE approval.

ARTICLE 7

MANAGEMENT RIGHTS

SUNLINE management retains, exclusively, all its inherent rights, functions, duties, and responsibilities, except where specifically limited in this Agreement. The rights of management include, but are not limited to, the exclusive right to consider the merits, necessity, or organization of any service or activity provided by law or administrative order; determine the mission of its constituent departments, and boards; set standards of service, and determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of SUNLINE's operations; determine the methods, means and personnel by which SUNLINE's operations are to be

conducted; determine the content of classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE 8 WAGES/SALARIES

- 8.1 2.5% across-the-board wage increase for all current employees who were employed by SUNLINE as of July 1, 2021, retroactive to July 1, 2021, per the previous LOA. Employees hired after July 1, 2021, will have a 2.5% across-the-board wage increase on the first day of the first pay period following SUNLINE Board adoption of the MOU.
- 8.2 3.5% across-the-board wage increase beginning on the first day of the first full pay period in July 2022, or in the first full pay period following SUNLINE Board adoption of the MOU, whichever is later.
- 8.3 2.5% across-the-board wage increase beginning on the first day of the first full pay period in July 2023.
- 8.4 \$500 one-time lump sum bonus to be paid within three (3) pay periods after Board approval of the MOU.

ARTICLE 9 PAYDAYS/PAYCHECKS

Employees shall be paid on Friday every other week. In the event a holiday falls on a payday, paychecks shall be issued on the previous day. All deductions will be shown on the paycheck stub or electronic pay statement. SUNLINE may change to a payday other than Friday.

In the event there is a shortage in pay on a regular paycheck, an employee shall report the error to their Department. Such shortage shall be made up in accordance with the following procedure (tax is the same as the rate on file):

1. A shortage of less than one hundred dollars (\$100) will be included in the next regular paycheck following verification of the shortage by the payroll department. The payroll department shall complete verification within two (2) business days.
2. Shortages of one hundred dollars (\$100) or more will require the issuance of a special check no later than five (5) working days after verification of the error by the payroll department. The payroll department shall complete verification within two (2) business days.

In the event an employee is erroneously overpaid by SUNLINE, the employee will be notified in writing of the amount of the overpayment and will be provided with an explanation of the circumstances which led to the overpayment. Within five (5) business days of the notification, the employee shall meet with the Human Resources Department to negotiate a repayment schedule. The employee may involve a Union representative in this process.

ARTICLE 10

HOURS OF WORK, OVERTIME AND REIMBURSEMENT OF WORK-RELATED EXPENSES

10.1 Hours of Work

- 10.1.1 SUNLINE department chiefs or their designees will create work schedules at their discretion, and according to operational needs. An employee may request an Alternate schedule which is subject to approval by their Chief and General Manager. The CEO/General Manager may change the AWS Alternate work schedule at any time with two (2) weeks' notice due to changes in workload, employee performance, funding, legal mandates, changing legal interpretation, or the needs of the Agency.
- 10.1.2 Transportation and Safety Units only: Selection of shifts will be made by Classification Seniority. Shifts will be selected twice a year and will go into effect on the first Sunday of January and the first Sunday of June every year.

10.2 Overtime

- 10.2.1 Non-exempt Employees shall receive compensation at a rate of one and one half (1.5) times their regular rate of pay for all hours actually worked exceeding forty (40) in a calendar week.
- 10.2.2 SUNLINE department chiefs or their designee must provide prior authorization or approval for any overtime hours worked by employees. Employees may be required to work overtime hours depending on the operational needs of SUNLINE, as determined at the discretion of department chiefs or their designees.
- 10.2.3 An employee may be subject to disciplinary action, up to and including termination, for failure to obtain prior authorization or approval for overtime work. However, SUNLINE will pay for all overtime hours worked by employees.
- 10.2.4 Employees must record all authorized overtime hours on timesheet forms.

10.3 Meal and Rest Periods

- 10.3.1 Employees will be provided unpaid meal periods, according to the following rubric:
 - 10.3.1.1 Zero (0) to five (5) hours of work: one (1) thirty (30) minute unpaid meal period
 - 10.3.1.2 Five (5) to ten (10) hours of work: one (1) sixty (60) minute unpaid meal period
- 10.3.2 Employees may take paid rest breaks, as operational demands permit. Employees may take up to two (2) fifteen (15) minute rest breaks for every eight (8) hours worked. Employees must obtain the prior approval of a supervisor before taking a rest break. Employees may not combine rest breaks and meal periods. Rest breaks and meal periods may not be taken at the beginning or end of shift.

10.4 Work-Related Expenses

- 10.4.1 SUNLINE will reimburse employees for license renewal fees for Class B drivers licenses required for the job. Employees are eligible for reimbursement of these expenses after one (1) year of service. Employees must submit a receipt to receive reimbursement from SUNLINE.
- 10.4.2 SUNLINE will compensate employees for time spent on legal matters related to the course and scope of an employee's job duties at the employee's base rate of pay, including travel expenses if deemed necessary, unless the employee is a plaintiff in a civil suit against SUNLINE, or if the employee is proven to be the aggressor in an assault case.
- 10.4.3 SUNLINE will provide reimbursement to employees for travel and training-related expenses for certifications required for their positions.

ARTICLE 11 UNIFORMS

11.1 Field Supervisor, Fixed Route Controller, Safety Officers, Transit Trainers and Para Transit Controller:

- 11.1.1 SUNLINE will provide a one-time initial uniform purchase credit of up to four hundred and thirty-two dollars (\$432) to purchase SUNLINE approved uniforms (including shirts, pants, jackets, ties and hats) from SUNLINE designated vendor(s).
- 11.1.2 SUNLINE shall provide a maximum of three hundred dollars (\$300) annual credit to purchase SUNLINE approved uniforms (including shirts, pants, jackets, ties and hats) from SUNLINE designated vendors. The three hundred dollars (\$300) credit shall be provided on July 1 of each year, does not roll over from year to year, and does not have any cash value at time of separation.
- 11.1.3 For new employees, the one-time initial four hundred and thirty-two dollars (\$432) credit will be available for use when training is completed. For new hires who receive the four hundred and thirty-two dollars (\$432) credit before completing one year of service, the annual credit provided in the following July will be a total of twenty-five dollars (\$25) for each month the employee worked in the prior fiscal year. For purposes of this calculation only, the employee shall be deemed to have worked for a month if the employee works any number of days during that month.
- 11.1.4 Employees must wear black belts and shoes. The only hats to be worn are SUNLINE-approved hats.
- 11.1.5 Employees will wear clean and presentable uniforms and shall be responsible for cleaning and maintaining the uniforms. Employees may wear SUNLINE Polo shirts on Fridays or on any other days that the CEO/General Manager allows.
- 11.1.6 Employees shall be required to return all rented uniforms within sixty (60) days of the ratification of this agreement by SUNLINE.

11.2 Coin Counter, Materials and Inventory Technician, and Material and Inventory Supervisor:

11.2.1 SUNLINE shall provide clean uniforms for employees in these positions.

11.2.2 Uniforms and other items furnished by SUNLINE shall be returned by the employee upon separation from employment. SUNLINE may deduct from an employee's last paycheck the replacement cost of uniforms or other items furnished by SUNLINE in the event such items are not returned by the employee.

ARTICLE 12

HEALTH AND WELFARE, VACATION, LEAVES AND RETIREMENT

SUNLINE shall provide the administration of the Group Insurance Plan to be offered to employees.

12.1 Health, Dental, Vision and Life Insurance

Full-time employees and their eligible dependents may participate in SUNLINE's health care programs. SUNLINE offers group medical, and dental insurance coverage to full-time employees. All benefits are provided in accordance with the terms and conditions of the plan documents. Once an employee becomes eligible for group insurance, the coverage and premiums required will be explained to them.

If for any reason, an eligible employee and/or their eligible dependent(s) are not enrolled on the date of eligibility, but wish to enroll at a later date, they must wait until the next open enrollment period. For a new marriage or domestic partnership registration, an employee must notify SUNLINE within thirty (30) calendar days to add spousal or registered domestic partner coverage. Newborn babies must be enrolled within thirty (30) calendar days of their birth.

Proof of dependents is required before enrollment. Domestic partners who are added to the health care plans must be registered with the State of California. It is the employee's responsibility to notify SUNLINE within thirty (30) calendar days if their enrolled dependent(s) are no longer eligible for coverage on the plans or within thirty (30) calendar days of their divorce. Failure to notify SUNLINE may result in the employee's or former employee's reimbursement to SUNLINE for any paid benefit for their dependent(s) during the time that the dependent(s) were no longer eligible.

12.1.1 Cost Sharing

SUNLINE will pay for the premium cost for full-time employees' (and their dependents') medical coverage, subject to the following contribution limits:

	Employee Only	Employee + 1	Employee + Family
2021 Calendar Year:	\$610	\$1,093	\$1,432
2022 Calendar Year & beyond:	\$641	\$1,148	\$1,503

SUNLINE will pay for the premium cost for part-time employee's own medical coverage only, subject to the same contribution limits.

12.2 Cessation of Payment of Premiums

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

- a) Three (3) months of premium payments for every year of employment up to a maximum of one (1) years' worth of premiums.
- b) Employees who have not completed one (1) year of employment shall be responsible for paying the full premium if they wish to continue coverage while off for illness after sixty (60) days of absence.

12.3 Life Insurance

SUNLINE shall provide group term insurance to full-time employees in the amount of twenty-five thousand dollars (\$25,000). Employees are eligible to participate in the life insurance program. All benefits are provided in accordance with the terms and conditions of the plan documents. Employees must reimburse SUNLINE for premium contributions paid while the employee is on a leave of absence. Life insurance coverage shall terminate upon the employee's separation of employment with SUNLINE.

12.4 Free STA Bus Transportation

Employees will be allowed to use their I.D. badge for free transportation on local SUNLINE fixed-route service. Upon request, spouses or minor children (i.e., under the age of 18) of employees, to receive free transportation on local SUNLINE fixed-route service. Employees must report any lost, stolen, or damaged badges or passes to SUNLINE Human Resources. A first replacement badge or pass shall be provided to the employee at no cost, with the second replacement badge or pass costing ten dollars (\$10.00) and the third or subsequent replacement badge or pass costing twenty-five dollars (\$25.00). All badges and passes remain the property of SUNLINE and must be relinquished when employment ends.

12.5 Leaves of Absences

12.5.1 General Provisions

Bereavement Leave, Family and Medical Leave, Military Leave, Military Spouse/Registered Domestic Partner Leave, and Pregnancy Disability Leave shall be provided to employees as specified in the Employee Handbook, as required by law, except as modified below.

Employees shall not accrue or otherwise receive fringe benefits while on leaves of absence, including but not limited to the leaves identified above. If SUNLINE terminates or otherwise separates the employment of an employee while on an unpaid leave of absence, the employee's date of termination and/or separation shall revert to the last day worked by the employee.

12.5.2 Vacation Time Off (VTO)

All full-time employees shall accrue paid vacation leave, at the following rates and subject to the following annual cap per calendar year:

All full-time employees in the Finance Unit, regardless of hire date, and all full-time employees hired in the Transportation and Safety Units before March 1, 2022, shall accrue paid vacation leave, at the following rates and subject to the following annual cap per calendar year:

Years of Service	Per 80 Hour Pay Period	Annual Maximum
0 through 4 years	7.39	192
5 through 9 years	8.93	232
10 through 19 years	10.47	272
20 through 24 years	12	312
25 years and over	13.54	352

All full-time employees hired, promoted or who transfer into positions in the Transportation and Safety Units on or after March 1, 2022, shall accrue vacation leave at the following rates and subject to the following annual cap per calendar year:

Years of Service:	Per 80 Hour Pay Period:	Annual Maximum:
0 through 4	5.23	136
5 through 9	6.77	176
10 through 19	8.31	216
20 through 24	9.84	256
25 years and over	11.38	296

Field Supervisors hired, promoted or who transfer on or before December 31, 2018, shall accrue paid vacation leave, at the following rates and subject to the following annual cap per calendar year:

Years of Service:	Per 80 Hour Pay Period:	Annual Maximum:
0 through 9	9.85	256.1
10 through 19	11.53	299.78
20 through 24	13.26	344.75
25 years and over	14.98	389.56

Employees with less than six (6) months of service with SUNLINE shall accrue vacation leave but cannot begin using accrued vacation leave until the employee completes six (6) months of service. Employees may not use vacation leave while on an unpaid leave of absence. If an employee has no vacation leave in their vacation leave bank, then their VTO will be cancelled.

12.5.3 Sick Leave

Full-time employees shall accrue 3.08 hours of paid sick leave per eight (80) hours worked with an annual cap of eight (80) hours. Employees begin accruing sick leave on the first day of employment but cannot begin using accrued sick leave until the employee completes six (6) months of service. If a full-time employee reverts to part-time status, the employee will cease accruing sick leave until the employee returns to full-time status.

SUNLINE shall require employees to provide documentation from a healthcare provider, or other reasonable written proof, in support of sick leave use for absences exceeding

three (3) consecutive working days. If an employee seeks to use sick leave when all accrued sick leave has been used, SUNLINE shall place the employee on an unpaid leave of absence. SUNLINE will mark an employee as absent if the employee fails to notify SUNLINE of the intent to use sick leave within sixty (60) minutes of the beginning of a scheduled shift, regardless of any accrued leave.

SUNLINE, at its sole discretion, may provide an opportunity for covered employees to sell back up to forty (40) hours of accrued sick leave each year. Employees must maintain a minimum balance of eighty (80) hours of sick notwithstanding their use of the sell-back option. SUNLINE will notify employees of the amount of accrued sick leave hours available for sell-back in October or November. Employees must submit a form to SUNLINE in a timely fashion, upon receiving notification from SUNLINE of available sick leave hours, indicating an intent to sell back accrued sick leave. Payment shall be provided to employees in the first paycheck of December. This sell-back option is not available to employees upon termination.

12.5.4 Bereavement Leave

Employees may use up to four (4) days of paid leave for bereavement of a deceased immediate family member. Employees may request to use VTO and Sick Time in conjunction with bereavement, if the funeral is out of state. For purposes of employee entitlement to receive paid bereavement leave, SUNLINE uses the definition of "family member" contained in the Employee Handbook. Employees may use vacation leave or sick leave in conjunction with bereavement leave to extend a leave of absence. SUNLINE may request proof of services upon the employee's return from bereavement leave.

12.6 Retirement Plans

Union members hired before March 1, 2022, shall continue their participation in the retirement plan(s) sponsored by SUNLINE that they participated in on that date (Prior Plans). Any Union members hired on or after March 1, 2022, shall not participate in the Prior Plans, but shall instead participate in either the SUNLINE Transit Agency Restated Retirement Income Plan For Bargaining Unit Personnel (Collectively Bargained Plan) or a separate plan with the same benefit formulas as the Collectively-Bargained Plan (New Plan).

Employees shall make a three percent (3%) contribution of salary for this benefit. The retirement benefit is determined by the employee's earnings, history, tenure of service and age. The specific benefits are specified in the Prior Plan or Collectively Bargained Pension Plans.

12.7 Disability Insurance

During the term of this Agreement, SUNLINE will offer Short-Term and Long-Term Disability insurance coverage to employees. SUNLINE will cover thirty percent (30%) of the cost of the premium, and employees shall pay the remainder via a payroll deduction. Employees shall be required to utilize accrued sick leave balances concurrent with the utilization of short-term disability.

12.8 Cellular Phones and Other Electronic Devices

Employees who are issued a SUNLINE cell phone or any other electronic device, are responsible for maintaining such devices in good working order and stored in a secure location against theft, vandalism, or damage due to negligence. Employees shall immediately notify their manager if the device is lost or stolen. Employees shall only use a SUNLINE-issued device to assist the employee to perform their job duties.

Employees must return the device to SUNLINE upon demand or at the end of their employment. Employees may be held responsible for the value of the device if it is stolen, lost, or damaged due to an employee's negligence. If an employee does not return the device to SUNLINE upon termination of employment, or if the device is lost, stolen or damaged due to an employee's negligence, the employee agrees that SUNLINE may withhold from their paycheck the depreciated value of the device.

12.9 Part-Time Employees

Part-time Employees shall be provided with the following benefits only:

12.9.1 Part-time employees may participate in SUNLINE's health care programs. SUNLINE offers group medical insurance coverage to part-time employees. All benefits are provided in accordance with the terms and conditions of the plan documents. Once an employee becomes eligible for group insurance, the coverage and premiums required will be explained to them.

12.9.2 SUNLINE will pay for the premium cost for part-time employee's (employee-only) medical coverage, subject to the following contribution limits:

2021 Calendar Year: \$610

2022 Calendar Year: \$641

12.9.3 Part-time employees are also eligible for Short-Term and Long-Term Disability and Supplemental Life benefits.

12.9.4 Part-time employees shall be provided sick leave as required by law.

12.9.5 During first year of employment, part-time employees shall accrue VTO at the rate of four cents (\$0.04) per hour actually worked.

ARTICLE 13 HOLIDAYS

13.1 For employees in the Finance Unit and all full-time employees hired (regardless of when hired), promoted, or who transfer into positions in the Transportation and Safety Units before March 1, 2022:

The days outlined below have been designated as fixed holidays for full-time and part-time employees:

New Year's Day
Martin Luther King, Jr.
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Veteran's Day
Christmas Day
President's Day (Floating)
Friday After Thanksgiving (Floating)

- 13.2 Vacation Time Off (VTO) hours will be used for all of the above-listed holidays.
- 13.3 The 8/10 holiday pay will not be paid if the employee was schedule to work on the holiday and did not do so.
- 13.4 All hourly rate employees, who are required to work by their manager/supervisor on any of the holidays, will be paid one and a half (1½) times their base rate of pay for all time worked on the Holiday.
- 13.5 Employees hired, promoted, or transferred into positions in the Transportation and Safety Units hired on or after March 1, 2022, will observe the following paid holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

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

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

Full-time employees, who do not work on a holiday, will be paid 8/10 hours at their regular straight time rate of pay. An employee must work an entire work shift on the last scheduled or assigned workday prior the holiday and on the first scheduled or assigned workday after the holiday in order to be eligible for holiday pay.

An employee will not receive holiday pay if the employee was scheduled to work on the holiday but did not do so. Under this circumstance, employees may not use accrued sick leave or vacation leave to supplement pay.

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

Hourly employees, who are assigned to work the holiday, shall be paid two and one-half (2 ½) times their straight time rate of pay for the hours worked on the holiday but shall not receive additional holiday pay.

ARTICLE 14

PHYSICAL EXAM

- 14.1 SUNLINE may require employees to submit to a physical or psychological examination. Employees must submit medical history forms to SUNLINE upon completion by a licensed physician. SUNLINE will select the licensed physician and bear associated costs, including providing compensation to employees for time spent to obtain a physical examination.
- 14.2 The licensed physician shall determine if the employee is physically and/or mentally fit for duty to continue employment with SUNLINE. If the licensed physician determines that the employee is not fit for duty, the employee can pay for a second licensed physician of the employee's choice to conduct a second physical examination.
- 14.2.1 If the second licensed physician concludes that the employee is not fit for duty, no further review is permitted.
- 14.2.2 If the second licensed physician determines that the employee is fit for duty, within thirty (30) calendar days SUNLINE shall select a third impartial licensed physician to conduct a third physical examination. The results of this third physical exam shall be final. SUNLINE shall bear the costs associated with this third physical exam and the employee will be compensated for time spent at this third examination.
- 14.3 If the employee is deemed to be unfit for duty on a "temporary and curable" basis, and the employee is willing to seek treatment, the employee may return to work upon being subsequently certified fit for duty. The employee may also be taken out of service and placed on an unpaid leave of absence, or the employee may opt to use their accrued sick leave during this period. An employee placed on an unpaid leave due to "temporary and curable" unfitness shall provide SUNLINE with a report from a licensed physician at their own cost every thirty (30) calendar days.
- 14.3.1 If an employee is deemed unfit for duty on a permanent or ongoing basis, SUNLINE shall consider whether the employee should be separated from employment due to inability to perform the essential duties of the position or if the employee can be transferred to a vacant position for which the employee is qualified. The vacant position shall not be a promotion and may not provide the same level of pay or benefits.
- 14.4 Medical examinations required to maintain the required Class B Driver's License must be performed by SUNLINE's designated physician and will be paid for by SUNLINE.
- 14.4.1 Any employee in a job position requiring a California Class B Driver's License, who does not pass the medical examination given by SUNLINE's designated physician, will not be allowed to drive SUNLINE vehicles that require a Class B Driver's License until the medical examination has been passed. If an employee fails to maintain required licensure for any reason, the employee shall be removed from duty without pay, unless the employee opts to use their vacation leave. In addition, SUNLINE may temporarily assign the employee other non-Class B driving duties. If an employee cannot pass the medical examination within thirty (30) calendar days, SUNLINE may terminate the employee's employment for failure to meet the qualifications for the position.

ARTICLE 15 PERSONNEL FILES

15.1 Maintenance of Personnel File

SUNLINE will maintain a personnel file for each employee. Personnel files will not include letters of reference, recruitment files, and reports of pending personnel investigations. Any names of non-supervisory employees shall be redacted from records contained in employee personnel files.

15.2 Confidentiality

Personnel files are confidential and only those persons who are authorized by the Chief of Human Relations or his or her designee are permitted to review the files.

15.3 Request to Review File(s)

An employee or his or her authorized TEAMSTERS' representative, with the employee's written permission, may request to review his or her own personnel files and make copies of any documents contained therein as specified below:

15.3.1 An employee must make the request in writing.

15.3.2 The Human Resources department will make the employee's file, located in the Human Resources department, available for inspection no later than thirty (30) calendar days from the receipt of the written request.

15.3.3 The Human Resources department will schedule the time of inspection during the regular business hours of the Human Resources department. If the inspection is scheduled during the employee's scheduled work hours, the inspection may be scheduled when the employee is on a break. A representative from the Human Resources department must be present during the inspection.

15.3.4 An employee or his or her representative may request and obtain copies of any document in the file except for records relating to an investigation of a possible criminal offense, pre-employment references, and ratings, reports or records that were obtained prior to the employee's employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

15.3.5 At the discretion of SUNLINE, an employee may be required to pay reasonable copying costs.

ARTICLE 16 ATTENDANCE

16.1 SUNLINE expects and requires employees to arrive on-time for scheduled work shifts. If employees arrive late to work or are entirely absent from work, SUNLINE may take progressive disciplinary action against these employees subject to the following provisions.

16.2 Definitions

- 16.2.1 An employee is considered "absent" if the employee is more than one (1) hour late to arrive for the start time of a scheduled work shift, unless the absence is otherwise excused.
- 16.2.2 An employee is considered a "late arrival" if the employee is more than five (5) minutes late to arrive for the start time of a scheduled work shift.
- 16.2.3 An employee is considered to have had a "miss out" if the employee is more than ten (10) minutes late to arrive for the start time of a scheduled work shift, or the employee failed to call their immediate supervisor at least sixty (60) minutes prior to the start time of a scheduled work shift.
- 16.2.4 An employee is considered "absent" if an employee calls out for a scheduled shift. Every day of an absence is considered an absence for purposes of the matrix below.

16.2.5 Excused Absence, Late Arrival or Miss Outs

It is the intention of SUNLINE and the Union that this Attendance Policy shall be fairly administered. To that end, Managers shall have the authority to excuse absences, late arrivals or miss outs due to "mitigating circumstances." Mitigating circumstances are situations for which an employee can provide verification or documentation of the event which caused the absence, or a situation that the employee discusses with management in advance. The following are some examples of mitigating circumstances that support excusing the absence, late arrival or miss out:

- 1. Hospitalization of an employee or immediate family member or accidents involving an employee or immediate family, e.g., child breaks an arm at school, car accidents, ski accidents.
- 2. Home emergencies
 - a) Burglary
 - b) Fires, floods, earthquakes
- 3. Dental/doctor appointments (family/employee), especially a series of appointments over a span of time and when an employee is willing to schedule such appointments at the beginning/ending of shift to minimize time lost.
- 4. An employee with a usually good attendance record who experiences a major medical problem resulting in a lengthy absence and follow-up medical appointments.
- 5. Reasonable hospitalization recovery time from employee hospital/clinic medical procedures.
- 6. An employee who is a self-referral to the Employee Assistance Program (EAP) shall not have his/her absences counted for the period of his/her enrollment in the EAP. An employee shall be limited to one (1) employee self-referral to the EAP in a rolling twenty-four (24) month period. In order to have the above absence

excused, the employee must notify his/her Supervisor/Manager within twenty-four (24) hours after his/her enrollment in the EAP.

7. Court appearances under subpoena.
8. An employee with a usually good attendance record who experiences a minor illness, e.g., cold or flu, resulting in an absence of more than one day and less than one week.

16.3 Progressive Discipline for Absences

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|--------|---|--|
| 16.3.1 | Three (3) absences within twelve (12) months: | Verbal Warning |
| 16.3.2 | Four (4) absences within twelve (12) months: | Written Warning |
| 16.3.3 | Five (5) absences within twelve (12) months: | 1-day unpaid suspension |
| 16.3.4 | Six (6) absences within twelve (12) months: | 2-day unpaid suspension |
| 16.3.5 | Seven (7) absences within twelve (12) months: | 3-day unpaid suspension |
| 16.3.6 | Eight (8) absences within twelve (12) months: | 4-day unpaid suspensions and final warning |
| 16.3.7 | Nine (9) absences within twelve (12) months: | Up to and including Termination |

- 16.4 An employee is subject to disciplinary action if the employee engages in a pattern of absences, including but not limited to: calling in "sick" on certain recurring days; absences occurring before or after regular off-work days; etc.

- 16.5 SUNLINE will use a rolling twelve (12)-month period for purposes of progressive discipline for Late Arrivals.

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|--------|--|---------------------------------|
| 16.5.1 | One (1) late arrival within twelve (12) months: | Informal Coaching |
| 16.5.2 | Two (2) late arrivals within twelve (12) months: | Verbal Warning |
| 16.5.3 | Three (3) late arrivals within twelve (12) months: | Written Warning |
| 16.5.4 | Four (4) late arrivals within twelve (12) months: | 1-day unpaid suspension |
| 16.5.5 | Five (5) late arrivals within twelve (12) months: | Up to and including Termination |

- 16.6 SUNLINE will use a rolling twelve (12) month period for purposes of progressive discipline for Miss Outs.

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|--------|--|---------------------------------|
| 16.6.1 | One (1) miss-out within twelve (12) months: | Written Warning |
| 16.6.2 | Two (2) miss-outs within twelve (12) months: | 1-day unpaid suspension |
| 16.6.3 | Three (3) miss-outs within twelve (12) months: | 3-day unpaid suspension |
| 16.6.4 | Four (4) miss-outs within twelve (12) months: | Up to and including Termination |

ARTICLE 17

PARATRANSIT RESERVATIONIST

Reservationist must be logged on and ready to take transportation reservations by 8:00 a.m. At least one (1) shift will start at 7:50 a.m.

ARTICLE 18

PROBATIONARY PERIOD

18.1 Application

All newly hired, promoted, and rehired employees are subject to the probationary period. For purposes of the application of any of the probationary periods listed below, the grievance procedures listed in this Agreement shall not apply for disciplinary purposes during any applicable probationary period.

18.2 Definitions

Initial Probationary Period – The initial probationary period shall be nine (9) months of continuous service from the date a new employee is hired, except that in cases where the required training exceeds ninety (90) days, the probationary period shall be for an additional period of nine (9) months after the required training has been successfully completed by the new employee. The probationary period shall be extended by the period of an employee's absences if the absences total five (5) working days or more.

Promotional Probationary Period – The promotional probationary period shall be nine (9) months of continuous service from the date a new employee is promoted, except that in cases where there is required training, the probationary period shall be nine (9) months after the required training has been successfully completed by the promoted employee. The probationary period shall be extended by the period of an employee's absences if the absences total five (5) working days or more.

Lateral Probationary Period – The lateral probationary period shall be nine (9) months of continuous service from the date a new employee is transferred, except that in cases where there is required training, the probationary period shall be for nine (9) months after the required training has been successfully completed by the employee. The lateral period shall be extended by the period of an employee's absences if the absences total five (5) working days or more.

Training Period – The period of time required to receive and pass all required training as determined by SUNLINE. The training period may be extended by SUNLINE.

18.2.1 Failure of Initial Probation

A new employee may be terminated at any time and for any reason during the initial probationary period, without right of appeal.

18.2.2 Failure of Promotional or Lateral Probation

An employee on promotional probation may be removed from the position during their probationary period, without right to an appeal. However, an employee may request a meeting with the manager to discuss the reasons for the failure on probation.

In the event that a bargaining unit employee is promoted or transfers laterally within the bargaining unit and fails his or her promotional or lateral probationary period within ninety (90) days, the employee shall be given the option to return to his or her previous position without loss of any type of seniority if the position is still vacant and funded.

18.3 Performance Evaluation

During the initial, promotional, or lateral probationary period, the employee's performance shall be evaluated periodically.

18.4 Extension of Probationary Period

The Chief of the respective department may extend the probationary period. No probationary period may be extended for more than ninety (90) days. The Chief of the respective department will notify the employee in writing prior to the extension of the probationary period.

18.5 Current Employees Who Have Been Employed Less Than Nine (9) Months

Employees who have been employed for less than nine (9) months at the time this Agreement is ratified by SUNLINE, shall continue to be at-will employees and be considered to be serving the initial probationary period. Employees in this situation shall be informed of the day their probationary period will end.

ARTICLE 19 DISCIPLINARY PROCEDURES

19.1 Application

This provision of this Article shall not apply to newly hired or newly promoted employees who have not completed their probationary period. It is understood that the probationary period is a part of the selection process and designed to allow evaluation of an employee's fitness for regular employee status.

19.2 Definition of Discipline Subject to These Procedures

All suspensions, demotions, reductions in salary, and dismissals of persons who have successfully completed the probationary period of the position they occupy shall be made in accordance with these rules.

Verbal counseling's, written reprimands or performance evaluations shall not be subject to the appeal process set forth below in Sections 1.4, 1.6, 1.7, 1.8 or 1.9. An employee can submit a written response to the written reprimand or performance evaluation, which shall be included in the employee's personnel file. The employee's written response must be submitted within ten (10) days of the date of the issuance. Suspensions of forty (40) hours or less shall not be subject to appeal under Sections 1.7, 1.8 or 1.9.

19.3 Cause for Suspension, Demotion, Reduction in Salary, Dismissal

An employee who has successfully completed the probationary period for the position the employee occupies may be demoted, suspended, reduced in salary, or dismissed only for cause. The following are declared to be causes for such action although charges may be based upon causes other than those listed herein:

- a. Failure to meet reasonable work performance standards and requirements.
- b. Failure to meet minimum requirements of or certification required for the position.
- c. Determination that an employee is uninsurable at standard rates by SUNLINE's vehicle insurance carrier to operate a SUNLINE vehicle, which is a work-related requirement of employment.
- d. Discourteous treatment of the public or other employees.
- e. Willful or negligent disobedience of any law, ordinance, authority, rules, departmental regulation, or superior's lawful order.
- f. Misappropriation or damage of public property or waste of public funds or property through negligent or willful misconduct.
- g. Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to SUNLINE's or the person's employment.
- h. Absence without approved leave.
- i. Tardiness or absenteeism.
- j. Practicing deception or fraud in the securing of a job appointment or promotion.
- k. Failure to supply full information as to character, reputation, medical history, or acts which, if known at the time of appointment, might have resulted in a disqualification of the employee for the job to which appointment was made.
- l. Falsification of a relevant official statement or document.
- m. Incapacity to perform job duties due to a mental or physical ailment or defect.
- n. Neglect of duties.
- o. Failure to cooperate with the implementation and application or violation of SUNLINE's Equal Employment Opportunity policies and procedures.
- p. Possessing or using narcotics or alcohol on SUNLINE premises or reporting to work under influence of same or violation of SUNLINE's Drug and Alcohol Policy.
- q. Improper withdrawal or limitation of service or any action which interferes with or is disruptive of SUNLINE's mission or public service.
- r. Insubordination.
- s. Dishonesty.

- t. Any action inconsistent with these Rules, Staff Handbook or departmental procedures or this Agreement.
- u. Inefficiency.
- v. Incompetency.
- w. Sleeping on the job.
- x. Use of SUNLINE equipment for personal purposes.
- y. Conducting personal business on SUNLINE time.
- z. Leaving the job without authorization.
- aa. Engaging in any unsafe conduct or conduct which causes concern for the health and/or safety of the employee, other employees, or the public.
- bb. Making threats of violence or any conduct which is reasonably perceived by others as a threat of violence or any conduct which violates SUNLINE's workplace Violence Policy.

19.4 Disciplinary Process

19.4.1 Notice of Proposed Disciplinary Action

Prior to the issuance of a written order to either suspend (for greater than 40 hours), demote, reduce in salary, or dismiss an employee, written notice of at least twenty-four (24) hours of the proposed disciplinary action shall be given before such action is to be taken and must include:

- a. Notice of proposed disciplinary action.
- b. Reasons for the proposed action.
- c. A copy of the written materials relied upon to determine the proposed discipline.
- d. A notice to the employee of the right to respond in writing and/or orally to the proposed disciplinary action before said discipline is imposed. The notice to the employee of the right to respond must inform the employee that he/she has two (2) working days to respond. A longer notice might be warranted in specific cases because of the volume of material or complexity of the issues involved; and
- e. The notice of proposed disciplinary action must be in writing and be signed by a Manager or his or her designee.

19.5 Exception

Employees may be suspended without prior written notice in gross misconduct or extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. Gross misconduct includes, but is not limited to, situations involving misappropriation of public funds or property; working while under the influence of intoxicating liquor or drugs; insubordination; perceived or actual threats of violence; commission of a crime involving moral turpitude punishable as a misdemeanor or felony; or disruption of SUNLINE's business through willful misconduct (altercations, etc.).

19.6 Final Decision of Discipline

After issuance of the Notice of Proposed Disciplinary Action and receipt of the employee's written or oral response, the Chief of Labor Relations, or designee, shall review the response, determine the appropriate course of action, and issue a Notice of Disciplinary Action. This may include imposing the same level of disciplinary action, modifying with less severe disciplinary action, or rescinding the notice of proposed disciplinary action. The final Notice of Disciplinary Action to suspend, demote, reduce in salary, or dismiss is similar to the Notice of Proposed Disciplinary Action in that it contains the effective date of disciplinary action, the right of appeal, and specific charges upon which the disciplinary action is based. The Notice of Disciplinary Action shall be signed by the Chief of Human Relations, or designee, and shall be issued within twenty (20) business days of receipt of the employee's written or oral response. Notice of the time allowed for appeal shall be stated in the Notice of Disciplinary Action. A copy of the Notice of Disciplinary Action shall be personally served on the employee, sent by certified mail to the employee's last known address, placed in an employee's mailbox, or sent to the employee's email address and placed in his or her personnel file. The final Notice of Disciplinary Action for suspensions of up to forty (40) hours shall be final and not subject to further appeal.

19.7 Appeal From Final Decision of Discipline

- 19.7.1 An employee covered by these provisions governing discipline may appeal a final Notice of Suspension (greater than forty (40) hours), demotion, reduction in salary, or dismissal to an outside impartial hearing officer (arbitrator) and request a hearing. The Notice to Appeal must be in writing and must be submitted to the Chief of Human Relations, or designee within seven (7) working days of receipt of the Notice of Disciplinary Action. The employee shall have the right to a closed hearing.
- 19.7.2 Upon receipt of a timely request for an appeal, SUNLINE shall request a list of five (5) arbitrators registered with the California State Conciliation Service or some other mutually agreed upon source within thirty (30) working days of TEAMSTERS' request. TEAMSTERS may delete/strike two (2) names from the list within five (5) working days of receipt of the list. Failure of TEAMSTERS to strike two (2) names from the list within this timeframe shall constitute a forfeiture of the appeal. After receipt of TEAMSTERS' strikes, SUNLINE will then select the arbitrator from the remaining names on the list. The selected arbitrator shall serve as the hearing officer.
- 19.7.3 The costs of the arbitration shall be shared equally between TEAMSTERS and SUNLINE. The costs of the arbitration, including the court reporter, shall be divided in half (i.e., 50/50) by the parties. Attorney fees, staff time and witness fees shall not be shared between the parties and shall be paid by the party that incurred the cost.
- 19.7.4 The recommendation of an arbitrator shall be advisory to the Chief Executive Officer/General Manager or designee. The arbitrator shall issue his or her recommended decision regarding whether the disciplinary action is reasonably supported by the evidence and whether SUNLINE had the right to discipline the employee for the alleged misconduct within twenty (20) working days of the closing of the hearing. Within ten (10) working days of receipt of the arbitrator's recommendation, the Chief Executive Officer/General Manager, or designee, shall

provide his or her decision, in writing, to TEAMSTERS and the employee. The decision of the Chief Executive Officer/General Manager, or designee, shall be final and binding.

19.8 Conduct of the Appeal Hearing

Each party shall have the right to:

- a. Choose a representative;
- b. Testify under oath;
- c. Make a request to have witnesses or documents subpoenaed;
- d. Question all witnesses;
- e. Present evidence; and
- f. Argue the case.

19.9 Standard of Review and Taking of Evidence

19.9.1 The purpose of appellate review is to determine the accuracy and the sufficiency of the facts, attendant to the suspension (of more than forty (40) hours), demotion, reduction in salary, or dismissal. SUNLINE shall have the burden of proof. The inquiry of the arbitrator shall be confined to a consideration of the stipulations, evidence, and reasons upon which SUNLINE based the action and any pertinent information which established the truth or falsity of such evidence.

19.9.2 Exhibits shall be marked and numbered, and when offered by either party, may be received in evidence. Oral evidence shall be taken only upon oath or affirmation. Each party shall have the following rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues, even though the matter was not covered on direct examination; to impeach any witness regardless of which party first called said witness to testify; and to rebut the evidence. The employee may be called and examined as a witness by SUNLINE or SUNLINE's representative. The rules of privilege shall be effective to the same extent that they are now or, hereafter, may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

19.9.3 If any witness cannot be present at the time of the hearing, a deposition may be taken in accordance with the rules applicable to depositions in civil cases. The cost of a deposition shall be borne by the party taking the deposition. Affidavits shall be used only when it is impossible to secure depositions.

19.10 If, at any step in the appeal process, it is determined that the employee is exonerated from the alleged misconduct, SUNLINE shall not make any entry in the employee's personnel file of the proposed disciplinary action.

ARTICLE 20

GRIEVANCE PROCEDURE

20.1 Definition

A grievance is defined as any dispute concerning the interpretation, application, or violation of a specific Article of this Agreement. Grievances may be filed by TEAMSTERS on behalf of an individual member, or for groups of members as necessary, and must allege that at least one employee within the unit has suffered detriment as a result of the alleged misinterpretation, misapplication, or violation of the specific Article in the Agreement. Grievances may also be filed by individual bargaining unit members. There shall be no double or multiple grievances for the same set of circumstances.

Allegations of discrimination or hostile work environment are excluded from this grievance procedure. Disciplinary appeal procedures are covered under the Discipline Article of this Agreement.

Throughout this Article, if the Chief of Human Relations or Department Manager delegates the grievance to a designee, the designee shall not be a party to the incident giving rise to the grievance.

20.2 Grievance Procedure

No grievance shall be entertained or considered unless it is presented in the following manner.

20.2.1 Step One – Informal Step

The employee or TEAMSTERS shall file a written grievance form with SUNLINE within five (5) working days of the incident occurrence the employee claims is subject to this Grievance Procedure. The grievance form shall contain a statement of the pertinent facts, the provisions of the Agreement allegedly violated, the remedy sought, and shall be filed with the Department Chief or his/her designee via email, facsimile, or in-office mail.

The employee or TEAMSTERS shall confer with the employee's Department Chief or his or her designated representative. The Department Chief, or his or her designee, shall issue his or her answer to the employee not later than twenty (20) working days after the conference with the employee. The answer shall be delivered in writing, via email, facsimile, or in-office mail.

20.2.2 Step Two – CEO/General Manager

If the answer of the employee's Chief, or his or her designee, in Step One is unsatisfactory to the employee, the grievance shall be presented in writing and contain a statement of the pertinent facts, the provisions of the Agreement allegedly violated, and the remedy sought to the CEO/General Manager, or designee, within five (5) working days of the manager's answer at Step One in writing via email, facsimile, or in-office mail.

A written answer to the grievant and the TEAMSTERS' representative will be provided within twenty (20) working days after the meeting. The answer shall be delivered in writing via email, facsimile, or in-office mail.

20.2.3 Step Three – Request for Arbitration

If the Step Two answer is not satisfactory, TEAMSTERS may request, in writing (email, facsimile or in-office mail) that the matter be heard by an arbitration board. The request shall state the nature of the dispute and the resolution sought. The request for Step Three review must be made within five (5) working days after the issuance of the Step Two answer.

SUNLINE and TEAMSTERS shall each appoint a representative to the arbitration panel. As to the chairperson of the arbitration panel, SUNLINE shall request a list of five (5) arbitrators registered with the California State Conciliation Service or some other mutually agreed upon source within thirty (30) working days of TEAMSTERS' request. TEAMSTERS may delete/strike two (2) names from the list within two (2) working days of receipt of the list. TEAMSTERS' failure to strike the two (2) names within this timeframe shall constitute a forfeiture of the grievance. SUNLINE will then select the arbitrator from the remaining names on the list. The selected arbitrator shall serve as the chairperson of the panel.

Costs of the arbitration shall be shared equally between TEAMSTERS and SUNLINE. The costs of the arbitration, including the court reporter, shall be divided in half (i.e., 50/50) by the parties. Attorney fees, staff time and witness fees shall not be shared between the parties and shall be paid by the party that incurred the cost.

Within thirty (30) calendar days of the conclusion of hearing, the arbitrator panel shall render its decision. Each panel member shall either concur in the panel's decision or submit a dissent to that decision. The decision of the arbitration panel shall be final and binding.

20.3 Failure to Respond and Extensions of Time

20.3.1 Failure by SUNLINE to reply to the employee's grievance within the time limits specified automatically grants the employee the right to process the grievance to the next level. If an employee fails to appeal from one level to the next within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

20.3.2 All time periods specified in this procedure may be extended by mutual written (including email) consent of the aggrieved employee(s), or TEAMSTERS' representative and the designated management representative.

20.3.3 "Working Day" is defined as Monday through Friday, excluding holidays.

20.3.4 A grievance may be advanced to Step 3 upon the mutual agreement of the parties.

20.4 Mediation

- 20.4.1 The parties may mutually agree to mediate a grievance at any time during this grievance process. The mediation process shall be confidential and informal. The mediator's role is to attempt to resolve the differences raised in the grievance and shall not be to issue any interpretation or recommended opinion. The parties shall split the costs of the mediator equally, if any.

ARTICLE 21 WORKPLACE SAFETY

21.1 Workplace Safety Meetings

SUNLINE, subject to its sole discretion, will hold mandatory safety meetings. SUNLINE will adjust the work schedule of Safety Officers and Transit Trainers to facilitate their attendance at safety meetings.

21.2 Work-Related Injuries

- 21.2.1 Employees must report work-related injuries or illnesses to a supervisor immediately and complete proper documentation when possible.
- 21.2.2 Employees will be paid at their regular rate of pay for any time required for an initial visit to a hospital or licensed physician relating to work-related injuries or illnesses. Employees will be paid at their regular rate of pay for the hours in which they were scheduled to work if the employee is required to leave work due to a work-related injury or illness.
- 21.2.3 Employees will be placed on paid sick leave for up to three (3) working days if placed off work by a licensed physician due to a work-related injury or illness, subject to the employee's accrued bank of available sick leave. Employees who are placed off work by a licensed physician due to a work-related injury or illness will not be permitted to return to work until they obtain a fitness for duty physical examination.
- 21.2.4 Any employee who has follow-up medical treatment appointments must make a reasonable effort to schedule the therapy/appointment before or after their work shift, during non-scheduled, otherwise unpaid time.

RATIFICATION AND EXECUTION

SUNLINE and TEAMSTERS acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by TEAMSTERS and adopted by SUNLINE'S Board of Directors. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of SUNLINE and TEAMSTERS. This MOU becomes effective on April 24, 2022.

SUNLINE TRANSIT AGENCY

TEAMSTERS LOCAL 1932

By: 

By.

Lauren Skiver
General Manager/CEO


Peter Sierra
TEAMSTERS' Representative

SIDE LETTER AGREEMENT SHIFT START TIME

March 11, 2022

During the time period that SUNLINE requires employees to submit to thermal screening, an employee is considered a late arrival if an employee is seven (7) minutes late to their start time of a scheduled work shift.



“WEINGARTEN RIGHTS”

An employee who reasonably believes that an investigatory interview could lead to discipline is entitled to as for Union representation. An investigatory interview is a meeting with management at which the employee will be questioned or asked to explain his or her conduct, and which could lead to disciplinary action against the employee. The employee must affirmatively request Union representation.