

# MEMORANDUM OF UNDERSTANDING

between

LOCAL 1684,  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO

and

HUMBOLDT TRANSIT AUTHORITY



July 1, 20~~21~~<sup>18</sup> through June 30, 20~~24~~<sup>44</sup>

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## 1. INTRODUCTION

1.1 Having met and conferred in good faith pursuant to the Meyers Milias Brown Act, AFSCME Local 1684, hereinafter called "AFSCME," and the Humboldt Transit Authority, hereinafter called "HTA," have adopted the following MOU, and the wages, hours, and other terms and conditions of employment set forth herein shall be implemented.

1.1.1 This successor MOU is effective for the time period July 1, 20~~21~~<sup>24</sup> through June 30, 20~~24~~<sup>28</sup> and any negotiation process for a successor MOU up to and including any impasse procedures.

## 2. RECOGNITION

2.1 Pursuant to HTA's Employer-Employee Organization Relations Resolution and applicable state law, HTA formally recognizes AFSCME as the majority representative of, and exclusive employee organization bargaining representative for, HTA employees in the bargaining unit consisting of the classifications of coach operator, extraboard coach operator, equipment mechanic, equipment technician, vehicle service worker, shop supervisor and such other non-management and non-confidential classifications as may be added to HTA.

2.2 HTA recognizes and agrees to interact with a designated steward or representative on matters related to employee discipline cases, informal settlement conferences and all formal hearings conducted pursuant to this MOU unless the subject employee chooses different representation.

2.3 A written notification of appointment of steward shall be furnished to HTA when the Union changes one or more stewards during the term of this MOU.

2.4 HTA shall be prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against stewards, or otherwise interfering with, rights given by this MOU.

2.5 Prior to hiring an individual to work in a newly created classification, HTA and AFSCME shall meet and consult concerning whether such classification should be designated non-management and non-confidential and be assigned to the bargaining unit represented by AFSCME.

2.5.1 If the District assigns a new job classification to the bargaining unit, the parties shall promptly meet and confer regarding the wages, hours, terms and conditions of employment associated with that classification.

2.6 Between 120 and 90 days prior to the termination date of this MOU, AFSCME-represented HTA employees may submit a petition requesting a recognition election as provided by the Authority's Employer Employee Relations Rules.

## 3. UNION SECURITY

### 3. UNION NOTIFICATION AND DUES

3.1 When an employee is hired into any job classification represented by AFSCME Local 1684, HTA shall notify the new employee that AFSCME Local 1684 is the recognized bargaining organization.

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3.2 When an employee is hired into any classified service job classification represented by AFSCME Local 1684, HTA shall:

3.2.1. Provide the new hire with a "New Employee Benefit Information Sheet" prepared by HTA;

3.2.2. Distribute an AFSCME membership packet to the new hire; and

3.2.3. Provide a "New Employee Orientation" program. Such orientation shall include, but not be limited to, HTA policy and the current Memorandum of Understanding. The Union shall be provided no less than 30 minutes to present AFSCME information to newly-hired employees.

3.3. HTA shall provide adequate notification to the Union of the date, time and location of all new employee orientations, including a time specific for the Union's presentation, at least ten days in advance (except in the situation of HTA's critical need which was not reasonably foreseeable). In the event that the HTA's operational needs or the Union's operational needs prohibit presentation, thirty minutes for the Union portion of the orientation session shall be rescheduled to a mutually agreeable time. In such circumstance neither the Union nor HTA shall unreasonably or indefinitely delay rescheduling.

3.4. Subject to applicable law, HTA shall provide the Union with an electronic copy of the names, employment status, date of hire, worksite address, email, and direct line phone numbers personal address, email and cellular/home phone numbers on file for all represented employees bi-weekly. In the event of a technological or software failure which prevents the submission of this data, HTA shall meet with the Union to implement alternatives as soon as practicable.

### 3.5. DUES DEDUCTION

3.5.1 HTA shall provide the Union with a list of newly hired employees at the time those employees receive their first paycheck from HTA.

3.5.2. All sums deducted by HTA shall be remitted to the Union at an address given to HTA by the Union, each pay period following the payday on which the deductions were made, together with a list of names, mailing addresses and the amount deducted for each employee for whom a deduction was made.

3.5.3. AFSCME Local 1684 shall indemnify, defend, and hold harmless HTA, its officers, employees and agents, against any costs of defending against any judgments resulting from any and all suits, claims, demands, and liabilities that might arise out of or by reason of any action that shall be taken by HTA or its officers, employees or agents for the purposes of complying with the requirements of this Article. HTA and its officers, employees and agents may choose to be defended by their own counsel at Union expense.

4. 3.5.4. Changes in the amount of the dues rate will be allowed by HTA and implemented as soon as practicable upon receipt of the notice of change by AFSCME. 3-4

AFSCME members believe that each HTA employee in the bargaining unit represented by AFSCME should contribute equally toward the cost of the administration of this MOU and of representation of employees in such unit by AFSCME.

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~~3.2 HTA employees in such bargaining unit who are not members in good standing of AFSCME on the effective date of this MOU, and employees who hereafter come into the bargaining unit shall, within thirty (30) days of the effective date of this MOU, or their employment, whichever is later, apply for membership in AFSCME and execute an authorization for dues deduction on a form provided by AFSCME. In the alternative, HTA shall deduct from the salaries of employee not applying for membership, a service fee in an amount specified by AFSCME, not to exceed the regular membership dues.~~

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~~3.3 HTA shall deduct dues and fees designated by AFSCME each pay period from the salaries of employees who are AFSCME members and shall promptly remit such dues and fees to AFSCME.~~

~~3.4 Nothing in this article shall prohibit an employee from paying service fees directly to AFSCME.~~

~~3.5 Service fees deducted under the provisions of this article shall, following the end of each pay period, be promptly remitted to AFSCME by HTA and deposited by AFSCME in an account established exclusively for such service fees.~~

~~3.5.1 AFSCME shall make payment from this special account to the International Secretary-Treasurer of the American Federation of State, County and Municipal Employees of an amount equal to the basic minimum per capita assessment for each AFSCME-represented HTA employee authorizing a service fee deduction. Remaining service fees shall be used by AFSCME solely and exclusively for the costs associated with the administration of this MOU and representation of AFSCME-represented HTA employees. Service fees shall not be used by AFSCME in support nor on behalf of any political candidate, party or issue.~~

~~3.6 AFSCME shall provide, on written request of HTA, an audit report of the service fee account prepared by an independent Certified Public Accountant. The cost of such a report shall be paid by HTA.~~

~~3.7 Any AFSCME-represented HTA employee who is a member of a religious body whose traditional tenets, beliefs or teachings include objections or proscriptions against joining, belonging to or financially supporting employee organizations shall not be required to join, maintain membership in or financially support AFSCME as a condition of employment.~~

~~3.8 However, once such an employee has submitted evidence to AFSCME which proves that he/she holds such beliefs, he/she will be required, in lieu of a service fee, as a condition of his/her employment, to pay sums equal to such service fee to a non-religious, non-labor organization, exempt from taxation under Section 501 (C)(3) of Title 26 of the U.S. Internal Revenue Code, chosen by such employee from the following list of three:~~

~~3.8.1.1 The Humboldt County United Way~~

~~3.8.1.2 The Humboldt County Cancer Society~~

~~3.8.1.3 Food for People~~

~~3.8.2 Any employee who is a member of a religious body described herein above shall, as a condition of his/her employment, within thirty (30) days of the effective date of this MOU or the beginning of their employment by HTA execute a written authorization for the payroll deduction of an amount equal to the service fee payable to one of the three (3) charitable organizations listed herein above.~~

~~3.8.3 AFSCME shall promptly remit such authorized amount to the specified organization.~~

~~3.9 HTA shall inform each new employee at the time of his/her employment of the existence of this MOU, and these conditions of employment, and furnish him/her with the name and address of AFSCME and refer him/her to AFSCME.~~

~~3.10 In the event that an employee revokes a dues or service fee authorization, or fails to apply for membership in AFSCME, or fails to authorize the deduction of a service fee, AFSCME shall give HTA written notice of this fact within two (2) days. Unless otherwise instructed in writing by AFSCME, after receipt of said notice, HTA shall terminate the employment of said employee within fourteen (14) calendar days.~~

~~3.11 In the event that an employee revokes an authorized deduction for a charitable contribution as provided above, or fails to authorize the deduction of an equivalent charitable contribution as provided above, HTA shall give AFSCME written notice of this fact within two (2) days. Unless otherwise instructed in writing by AFSCME, after transmittal of said notice, HTA shall terminate the employment of said employee within fourteen (14) calendar days.~~

~~3.12 AFSCME shall indemnify, defend, and hold harmless HTA, its officers, agents and employees, against any costs of defending against and any judgment(s) resulting from any and all suits, claims, demands, and liabilities that might arise out of or by reason of any action that has been or shall be taken by AFSCME or HTA, or their officers, agents and employees, required by this article.~~

~~3.12.1 The stipulations above shall include the payment by AFSCME of reasonable attorney's fees, for services rendered by the attorney of HTA's choice. If any provision of the union security clause set forth in Section 3 of this MOU is declared unlawful, the parties shall meet and confer regarding alternative provisions.~~

#### **5.4. EMPLOYEE AND UNION RIGHTS**

4.1 As provided in the Meyers Miliias Brown Act, employees of HTA shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer employee relations within the scope of representation.

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- 4.2 Employees of HTA shall also have the right to refuse to join or participate in the activities of employee organizations and to represent themselves individually in their employment relations with HTA.
- 4.3 Neither HTA nor AFSCME shall interfere with, intimidate, restrain, coerce or discriminate against employees because of the exercise of their rights under this paragraph.
- 4.4 Except in cases of emergency, as defined in Government Code section 3504.5, AFSCME shall have the right to reasonable advance notice of any HTA ordinance, rule, resolution, or regulation proposed to be adopted by HTA which directly relates to matters within AFSCME's scope of representation.
- 4.5 To the extent that the exercise of such rights does not impair the operation of HTA, AFSCME representatives may:
- 4.5.1 Post union notices and other communications on bulletin boards located in the coffee room of HTA's work facility. If anyone posts material that HTA deems inappropriate, the Union agrees to meet and discuss the challenged material within 8 hours (excluding holidays and weekends) of notice from HTA. All material posted shall not be obscene and shall not constitute harassment, discrimination or retaliation based on a legally protected status. HTA reserves the right to remove any material posted in violation of this section if the Union refuses to remove the material on its own.
- 4.5.2 Transmit communications authorized by AFSCME to the General Manager.
- 4.5.3 On reasonable notice consult with HTA and/or its representatives concerning the enforcement of any provision of this MOU.
- 4.5.4 Speak to employees on HTA premises concerning matters directly within AFSCME's scope of representation.
- 4.5.5 Attend formal meet and confer sessions, grievance proceedings, and other meetings that are mutually agreed between the General Manager and such representatives to be in the interest of the parties. All such meetings shall be scheduled jointly by the parties. No HTA employee shall lose compensation because of attendance at such meetings.
- 4.5.6 At the time of transmission of dues and/or service fees to AFSCME, HTA shall furnish a listing of all employees who have been hired, terminated, or retired during the previous pay period.

~~4.6 — New Employee Orientation and information~~

~~4.6.1 — Orientations: HTA will provide reasonable notice to the Union about new employee orientation programs including the date, time and location. California law calls for at least 10 days' notice. If HTA cannot provide that amount of notice, the Union portion of new employee orientation will be promptly scheduled to a mutually agreed time.~~

~~HTA shall release a representative identified by the Union to present Union information. Release time for the Union's representative is dictated by law, currently set at a minimum of thirty minutes if necessary.~~



~~4.6.2 Information: Subject to applicable law, HTA shall provide the Union with an electronic copy of the names, employment status, date of hire, work location, classification and contact information (address, phone numbers and personal email) of all unit employees if such information is available in HTA's information system. In the event of a technological or software failure which prevents submission of this information, HTA shall meet with the Union to implement alternatives as soon as practicable.~~

## **6.5. MEETING AND CONFERRING**

- 5.1 Prior to the expiration of the MOU, representatives of HTA and AFSCME shall meet and confer in good faith at the request of either party and continue for a reasonable period of time in order to exchange information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation for a successor MOU.
- 5.1.1 Such obligation does not compel either party to agree to a proposal, make a concession or agree upon a successor MOU.
- 5.2 If representatives of HTA and AFSCME reach an agreement, they shall jointly prepare a written MOU, which shall not be binding until formally ratified first by AFSCME and then by HTA.
- 5.3 HTA shall allow a reasonable number of HTA employee representatives of AFSCME reasonable release time without loss of compensation or other benefits when formally meeting and conferring with HTA representatives on matters within the scope of representation.
- 5.3.1 AFSCME and HTA agree that in determining what number of employees it is reasonable to so allow release time, consideration shall be given to HTA's need to retain at work a sufficient number of employees to meet bus schedules.
- 5.3.2 At least ten (10) working days in advance of meet and confer negotiations for a new MOU, and as soon as practicable in advance of other meet and confer meetings, AFSCME shall notify the General Manager in writing of the names of the employees who will represent AFSCME.
- 5.4 Meeting and conferring shall be conducted during the normal working hours of 8:00 AM to 5:00 PM, Monday through Friday, unless otherwise agreed upon by the parties.
- 5.5 For equity of application, employee representatives may have their regularly scheduled shifts adjusted to accommodate a meet and confer session. The decision to adjust such work shifts shall be made by the General Manager. If adjustments to the work shifts cannot be made to accommodate the employee representatives, HTA representatives shall arrange their schedules to accommodate the convenience of AFSCME representatives in scheduling meet and confer sessions.

## **~~7. MEETING AND CONSULTING~~**

- ~~6.1 For the purposes of this MOU, to "meet and consult" or to "consult" means to communicate orally or in writing for the purpose of presenting and obtaining information concerning a proposed action as to which neither party is required by law to meet and confer or as to which this MOU requires the parties to meet and consult rather than meet and confer. Although the parties will attempt to agree concerning the proposed action, failure to do so will not be considered an "impasse" within the meaning of Article 58~~

hereof and is not subject to any procedures provided for therein or in the MMBA for the resolution of impasses.

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## **8.6. DEFINITIONS**

- ~~76.1~~ Employee: "Employee" means an employee of HTA who is represented by AFSCME.
- ~~76.2~~ Regular employee: "Regular employee" means an employee who works continuing, year-round, four (4), five (5), or six (6) day weeks.
- ~~76.3~~ Probationary Employee: "Probationary employee" means an employee who has not yet passed the probationary period.
- ~~67.4~~ Extraboard Operator: "Extraboard operator" means an employee who is called in at the discretion of HTA to work on an as needed basis.
- ~~76.5~~ Part-Time Employee: "Part-time employee" means an employee who is not designated as a full-time or regular employee and works a limited ~~number~~ amount of hours per year.
- ~~76.6~~ Regular Coach Operator: "Regular Coach Operator" means an employee who has successfully bid a regular driving assignment and works a regular work schedule.
- ~~76.7~~ General Manager: "General Manager" means the person filling the position of HTA General Manager or his or her designee.
- ~~76.8~~ Classifications: "Classifications" means a set of duties and responsibilities which may be assigned to a person who becomes an employee, as defined by the classification specification.
- ~~76.9~~ Position: "Position" means an authorization by HTA Governing Board to hire a person in a classification.
- ~~76.10~~ MOU: "MOU" means Memorandum of Understanding.
- ~~76.11~~ Meyers Milias Brown Act or MMBA: "Meyers Milias Brown Act" or the "MMBA" means the statutes contained in the California Government Code, sections 3500 et seq.
- ~~76.12~~ Public Employees' Retirement System or PERS: "Public Employees' Retirement System" or "PERS" means Part 3, commencing with Section 20000, Division 5 of Title 2 of the Government Code.
- ~~76.13~~ Paid Status: "Paid status" means that time during which a regular employee is at work or on authorized ~~vacation, sick leave~~ PTO for time off, holiday, jury duty, release time, ~~sickness~~ or bereavement.
- ~~76.14~~ Release Time: "Release time" means that time an employee is excused from normal duties during his/her regularly scheduled work hours in order to meet and confer, to appear at or investigate a grievance, or to attend the hearing of an appeal by HTA Personnel Appeals Panel.
- ~~76.15~~ Run: "Run" means a driving assignment lasting two and a half (2 1/2) or more continuous hours.

## 9. CLASSIFICATION SPECIFICATIONS

- 8.1 There shall be a written specification for each classification, which shall include the name and definition of the classification and its duties and a statement of the minimum qualifications for the classification. The specification shall be descriptive, and not restrictive.
- 8.2 All specifications and revisions thereof must be approved by the Governing Board. If the specification affects a classification within a bargaining unit represented by AFSCME, AFSCME will be consulted before the Board acts.
- 8.3 However, AFSCME agrees that it is the sole, unilateral right of HTA to determine classification titles, the definition of classifications and their duties and responsibilities, and the minimum qualifications for such classifications, and to adopt or modify a classification specification without meeting and conferring with AFSCME.

## 10.7. COMPENSATION AND APPOINTMENTS

- 97.1 Effective the pay period including July 11, 4, 2018 ~~or the first full pay period following Board adoption of the MOU, whichever occurs later~~, the wages for all bargaining unit members shall be increased at Step E by ~~either 3.6-0% or 14.0% depending upon the job classification as shown in Appendix A. Step A employees will be Y rated on the current wage scale until they advance to Step B at which time they will be moved to the proposed year 1 wage scale.~~

Year 2 Wage: ~~Effective the first full pay period in July, 2022, the wages for all bargaining unit members shall be increased at Step E by 3.0%. Authority increases base wages by 2.25% effective the first full pay period in July, 2019.~~

Year 3 Wage: ~~Effective the first full pay period in July, 2023, the wages for all bargaining unit members shall be increased at Step E by 3.0%.~~

~~Hazard Premium: Employees shall receive a hazard premium in the amount of \$2.50 per hour upon adoption of the MOU. This premium shall cease on June 30, 2022~~

~~Authority increases base wages by 2.25% effective the first full pay period in July, 2020.~~

- 97.2 Appointments may be made at or above the minimum step (Step A) of the applicable range commensurate with work experience.

- 97.3 Salary advancements are predicated on length of service as follows:

97.3.1 An employee shall receive an increase to the next step on the first day of the pay period beginning after completion of the probationary period. The probationary period for employees is six months of work after appointment to a full-time position.

97.3.2 Thereafter an employee shall receive a one-step increase upon completion of each additional full calendar year of service until reaching Step E. An employee shall advance to Step F after 10 years of service, Step G after 15 years of service, and Step H after 20 years of service. Unpaid leaves of absence

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approved by the HTA beyond those required by Federal or State law will not count towards eligibility for step increases.

97.3.2.5 Employees who earn a step increase will be paid as follows: if the anniversary occurs in the first week of a pay period, the employee will be provided the increase for the full pay period. If the anniversary occurs in the second week in the pay period, the employee will be provided the increase at the beginning of the following pay period.

7.4 The parties agree that when employees are assigned duties out-of-class (e.g., a driver is assigned to either phone duties normally performed by an Administrative Assistant or dispatch duties normally assigned to a Transportation Supervisor), compensation to the employee in such a situation will be as follows:

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7.4.1 The employee so-assigned shall receive their normal pay rate when the duties assigned are normally conducted by a job class that has a lower pay rate at the same Sstep-in-class.

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7.4.2 In the case of an employee performing duties normally conducted by a job class with a higher pay ratesalary range, the employee so-assigned shall receive the rate of compensation in the same Sstep-in-class of the higher wagesalary.

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7.4.3 In all cases, the employee assigned to perform duties out-of-class shall receive the higher rate of pay (i.e., either their normal or that of the class with a higher wagesalary range) commensurate with the Sstep-in-class for the class which normally performs such job function.

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7.4.4 Such differential pay shall be paid to the employee at an hourly rate for all time the employee is assigned to perform such duties.

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97.5 HTA may institute an on-call assignment policy including the following:

97.5.1 On-call assignments will be voluntary.

97.5.2 On-call assignments will be offered on a seniority basis as follows:

97.5.2.1 The most senior employee in the classification will have the option to volunteer for one assignment.

97.5.2.2 Additional assignments in the classification will be filled in descending seniority order.

97.5.2.3 If all assignments in the classification are not filled, bidding will begin at the top of the seniority list.

97.5.3 In the case that not all assignments in a classification can be filled on a voluntary basis, HTA will assign employees to fill the vacancies.

97.5.4 On-call compensation will be:

79.5.4.1 15 minutes paid for each hour on-call.

79.5.4.2 Employees required to report to work from on-call status will receive a minimum of three hours paid time or pay for their actual hours worked, whichever is greater, at one and one-half times their regular rate of pay.

#### 44.8. PAY PROVISIONS

408.1 The pay period for HTA employees is fourteen (14) consecutive calendar days beginning at 12:01 a.m. Sunday and ending at midnight the second Saturday thereafter.

408.2 A new employee who starts work in the middle of a pay period shall be paid for the part of the pay period he/she has worked.

408.3 Employees shall receive pay checks and/or check stubs reflecting a direct deposit on the first Friday following the end of each pay period.

408.4 When a payday falls on a scheduled holiday, employees shall be paid on the day preceding the normal payday.

#### 44.9. OVERTIME, MEETINGS & ADDITIONAL REQUIRED WORK

449.1 Overtime shall be paid at time and one half of an employee's regular rate of pay for all hours worked in excess of forty (40) hours work period.

449.2 HTA may require employees to attend meetings, including safety meetings. The time, place and frequency of such meetings is within HTA's discretion.

449.3 An employee called in to work on his/her scheduled day off or before or after his/her regularly scheduled work will be compensated at his/her straight time rate of pay for all time spent working, except as may pertain to Paragraph 449.1.

449.4 Paragraph 449.3 applies regardless of when the employee is notified that additional work or attendance at meetings will be required and regardless of the length of time between the beginning or completion of the employee's regularly scheduled work and the additional work or attendance required.

449.4.1 Employees will not be compensated for time between their regularly scheduled work and work or attendance required pursuant to this article ("Spread Time"), unless such time is thirty (30) minutes or less.

449.4.1.1 If there is more than thirty (30) minutes between an employee's regularly scheduled work, and the work or attendance required pursuant to this article, no part of such time will be compensated. The compensation paid pursuant to Paragraph 449.3, and this paragraph, shall be the only and entire monetary compensation for "Spread Time" and additional time worked or attendance at meetings.

449.5 An employee called in to work on a holiday which is not that employee's regularly assigned work-day will be compensated at his/her straight time rate of pay for all time

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worked. Overtime will be paid in accordance with Article [449.1](#). Holiday pay will not be used in the calculation of overtime.

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[449.6](#) HTA will attempt to provide employees with at least thirty (30) minutes' prior notice of work required on holidays, scheduled days off, and before and after regularly scheduled work. However, shorter notice is not grounds for additional compensation for such work.

[449.6.1](#) An employee's refusal to be called in to work on his/her scheduled day off, or before or after his/her regularly scheduled work, or on a holiday that the employee is not scheduled to work is not grounds for disciplinary action against the employee.

[449.6.2](#) However, failure to appear for such work which the employee has agreed to perform is grounds for disciplinary action against the employee.

[449.7](#) An employee has no right to fail or refuse to attend a meeting called by HTA if the employee has been given at least 14 calendar days' notice of such meeting, and failure to attend such a meeting after such notice is grounds for disciplinary action against the employee, unless such failure was for good cause, as determined by HTA. [Employees on pre-approved paid time-off or leave are exempted from this provision.](#)

[449.8](#) Overtime shall be offered to Extraboard Coach Operators first, whenever possible. If an Extraboard Coach Operator is not available, overtime shall be assigned to Regular Coach Operators who are willing to work overtime. The union shall provide HTA with a list of such operators who are willing to work overtime. If no list of such Regular Coach Operators is established, or there are no operators willing to be on that list, overtime shall be rotated among all available Regular Coach Operators.

### **[13.10. HEALTH AND SAFETY](#)**

[4210.1](#) HTA is responsible for the safety of employees pursuant to the Labor Code, General Industry Safety Orders and other applicable administrative CAL/OSHA regulations.

[4210.2](#) HTA shall provide a safe, well-lighted, well-ventilated work environment, and maintain proper habitable temperature and ventilation standards, for all its employees at all times.

[4210.3](#) HTA shall provide safe, well-maintained coaches to all coach operators, including (but not limited to) coaches with accurate and working speedometers, working defrosters, and properly functioning chairs.

[4210.4](#) Employees are responsible for following safety rules, for wearing safety equipment provided by HTA, and for reporting unsafe conditions immediately through the chain of command.

[102.4.1](#) The Union will encourage employees to carry out these responsibilities.

[102.5](#) [HTA encourages employees to identify safety issues and solutions. Employees may communicate safety issues to their representatives for discussion in periodic meetings between the General Manager and the Union Steward and/or monthly Safety Committee meetings. The General Manager also maintains an "open door" policy which encourages employees to bring safety issues directly to the General Manager's attentions.](#)

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### **[14.11. EXTRABOARD COACH OPERATORS](#)**

- 4311.1 Extraboard coach operators are called in to work on an as needed basis and may be assigned at the discretion of HTA to drive either coaches or small vehicles.
- 4311.2 Seniority does not apply to assignments for extraboard operators. However, HTA shall endeavor to provide for equitable and fair distribution of available work among the extraboard operators, primarily through rotation.
- 4311.3 An extraboard coach operator shall be paid at their current step rate as set forth in the Appendices.
- 4311.4 Extraboard coach operators shall receive all insurance coverage afforded regular employees and shall be eligible to participate in the Public Employees' Retirement System on the terms and conditions thereof.
- 4311.5 Extraboard coach operators are entitled to holidays.
- 4311.6 All hours worked shall count toward accumulated time necessary for step increases, and increases in ~~vacation and sick leave~~PTO accrual rates.

**15.12. PART-TIME EMPLOYEES**

- 4412.1 A part-time employee is an employee who is not designated as a full-time employee and who works no more than 1,000 hours in a one-year period, an average of 20 hours per week for 50 weeks per year.
- 4412.2 Part-time employees will not be entitled to medical insurance coverage, dental insurance coverage, or vision insurance coverage for themselves or their dependents.
- 4412.3 Part-time employees will make pension payments when required by CalPERS.
- 4412.4 Actively working part-time employees will ~~be entitled to four (4) accrue~~ paid ~~PTO vacation pursuant to Article 14. Vacation days per year, one (1) day per quarter, provided they worked at least 120 hours in such quarter.~~ PTO can be used during any pay period chosen by the employee and conveyed to the personnel department by using a Leave Request Form. Actively working part-time employees accrue sick leave pursuant to Article 15.
- 4412.5 Part-time employees will not be entitled to paid holidays unless the employee ~~is called in to works~~ on the holiday. If a part-time employee ~~is called in to works~~ on a holiday the employee will receive eight (8) hours of holiday pay in addition to the hours the employee works on ~~said that~~ holiday.
- 4412.6 Part-time employees will be entitled to three (3) uniform shirts and slacks, two (2) pairs of uniform shoes, one (1) uniform jacket and one (1) uniform hat.
- 4412.7 Part-time employees will be entitled to reimbursement of their commercial driver license fees.
- 4412.8 Part-time employees will be entitled to have the required DMV physical, or any other medical examination required by HTA, paid for by HTA.
- 4412.9 Part-time employees are considered to be "at will" employees and can be dismissed at any time without right to appeal.

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4412.10 Part-time employees will not be required to join the union until they are placed in a full-time status.

4412.11 Part-time employees will be hired at Step A and receive a step increase to Step B after 3 months in a paid status. Subsequent step increases will be earned after 2,000 hours in a paid status until that employee reaches Step H. Employees who complete the hours necessary to earn a step will be paid as follows: If the completion of the hours is in the first week of the pay period the employee will receive the increase for the full pay period. If hours are not completed until the second week of the pay period, the employee will receive the increase at the beginning of the following pay period.

4412.12 Employees who demote from full-time to part-time status will remain at their current pay scale and will receive future step increases at 2,000-hour intervals until that employee reaches Step H. If an employee who demotes from full-time to part-time status is already at Step H then that employee will remain at that step forever.

4412.13 Part-time employees are not entitled to bid shift selections or ~~paid time off~~ accrue vacation or sick leave unless they meet the requirement of Section 12.4.

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4412.14 Part-time employees are not entitled to any benefits other than those listed specifically in this Article.

### 46.13. HOLIDAYS

4513.1 All employees shall be entitled to the paid scheduled holidays listed in Paragraph ~~4513.2.~~

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4513.2 The paid scheduled holidays are the first day of January (New Year's Day), the third Monday in January (Martin Luther King, Jr. Birthday), ~~the third Monday in February (President's Day),~~ the fourth Monday in May (Memorial Day), the fourth day in July (Independence Day), the first Monday in September (Labor Day), the eleventh day in November (Veteran's Day), the fourth Thursday in November (Thanksgiving Day), the fourth Friday in November (the day after Thanksgiving Day), the twenty-fourth day of December (Christmas Eve), the twenty fifth day of December (Christmas), the twenty sixth day of December, and any other holiday declared as such by the HTA Governing Board.

4513.2.1 Those employees who ~~actually~~ work on Easter shall be paid at the Holiday rate of pay.

4513.3 All holidays listed under Section ~~4513.2~~ except: New Year's Day; July 4th; Thanksgiving Day; and Christmas Day shall be working holidays for vehicle service workers, equipment technicians, equipment mechanics, janitors and coach operators assigned to work on that day. Employees required to work on a holiday shall be compensated at their regular rate of pay for hours worked, and in addition shall receive holiday pay in accordance with Article ~~4513.4.~~

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4513.4 Each employee shall receive holiday pay for all of the holidays listed in Paragraph ~~4513.2.~~ Each holiday will be calculated at eight (8) hours of straight-time rate of pay at the receiving employees current step rate at the time the payroll is generated.

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135.4.1 Employees must be in a paid status~~work~~ their scheduled workday preceding and following a holiday, to receive holiday pay, except when that day



is their regularly scheduled day off, ~~or the employee is on an authorized leave or a holiday falls during their time off bid.~~

~~4513.5~~ Holiday pay will be issued with each employee's regular pay check during the pay period in which the holiday occurs.

~~4513.6~~ On each employee's birthday, the employee shall receive eight (8) hours of straight-time rate pay at the receiving employee's current step rate to be paid on a separate check. HTA issues birthday checks the day before the employee's birthday. Birthday pay is not reflected in any leave accrual.

~~135.6.1~~ Birthdays shall not entitle the driver to the day off, and birthday pay shall be in addition to compensation for any work otherwise required of the driver on that day.

#### ~~17.14.~~ PAID TIME OFF (PTO) VACATION

~~4614.1~~ PTO-Vacation may not be taken until after it has been earned as provided in this article. An employee earns Vacation PTO time based on the number of hours in a paid status, regardless of the rate at which such hours are compensated (e.g., straight time or time and a half). Vacation PTO is used to maintain paid status during time off, ~~or an absence caused by the employee's or immediate family member's illness.~~

~~4614.2~~ Vacation PTO shall accrue at the following rates beginning on the first hour worked after ~~the employee gains full-time status; successful completion of the training period;~~

<del>4614.2.1</del>	0 – 2 Years	.073
<del>4614.2.2</del>	3-6 Years	.088
<del>4614.2.3</del>	7-9 Years	.103
<del>4614.2.4</del>	10-14 Years	.118
<del>4614.2.5</del>	15-19 Years	.133
<del>4614.2.6</del>	Over 20 Years	.148

~~4614.2.7~~ The appropriate rate from the table above will be multiplied by the number of hours in a paid status to calculate the number of hours of accrued ~~v~~vacation PTO time.

~~4614.2.8~~ In September of each calendar year, each employee shall bid, by seniority, at least one (1) week off for the next calendar year. In recognition of possible changes in circumstances throughout the year, HTA may hold an additional round of the bid process described below no later than the start of May to allow for advance vacation planning.

~~4614.2.8.1~~ All time off in addition to the one (1) week minimum must be bid in one (1) week increments.

~~4614.2.8.2~~ In the event an employee wishes to cancel any part of that employee's bid time off, the employee must give to the General

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Manager, in writing, at least one week notice prior to the first day that the employee was scheduled to be off on said bid time off.

~~4614.2.8.3~~ Time off must be canceled in one (1) week increments.

~~4614.2.8.4~~ At least two drivers may bid the same week of time off. In order to assure that all employees are given the opportunity to bid at least one (1) week of time off per year, except as provided for in ~~146.2.8.5~~, bidding shall be limited as follows:

Employees at pay rate Step F-H shall be limited to a maximum of four (4) weeks of bid time off.

Employees at pay rate Step E shall be limited to a maximum of three (3) weeks of bid time off.

Employees at pay rate Steps C and D shall be limited to a maximum of two (2) weeks of bid time off.

Employees at pay rate Steps A and B shall be limited to one (1) week of bid time off.

~~4614.2.8.5~~ If, after all employees have been afforded the opportunity to bid time off, there are open weeks remaining on the time off calendar which have not been bid by any other employees, the bidding will start over again with the highest senior employee until all weeks are taken or there are no employees who wish to bid more time off.

~~4614.2.8.6~~ If an employee wishes to take time off in addition to their bid such time off will be requested utilizing the Leave Request Form method. Leave Requests are not guaranteed time off and are granted at the discretion of the General Manager or his/her designee.

~~4614.3~~ Vacation PTO will be paid as follows:

~~4614.3.1~~ Vacation PTO accumulated performing any duties will be paid at the employee's base rate of pay as of the time each day off is taken.

~~4614.3.2~~ It shall be the duty of the General Manager or his/her designee to grant time off in such a manner that an employee will not forfeit vacation PTO.

~~4614.4~~ It is HTA's intent that each employee takes at least one (1) week off each year. If the employee does not take at least one (1) week time off each calendar year, the General Manager or his/her designee will assign time off to the employee and the employee must take that assigned time off.

~~4614.5~~ If an employee separates from service with accrued ~~vacation PTO to his/her~~ credit, ~~he/she/they~~ shall be paid for such time upon separation from service at their current rate of pay after the employee has returned all items belonging to the Authority.

~~46.5.1~~ Should such employee fail to return all items belonging to the Authority within a reasonable time, and the Authority determines that the items are not going to be returned, the cost of such items will be deducted from that employee's accrued PTO and the balance will then be paid to the employee in full.

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~~16.5.2 Such an employee will not be carried on the payroll for the duration of such time off, and the vacancy may be filled at any time.~~

~~16.6~~ 16.6 If an employee dies with accrued ~~vacation~~ PTO to his/her/their credit, the person designated by the employee pursuant to Government Code Section 53245, or if none, the executor or administrator of the employee's estate will be paid for such time as provided in Paragraph ~~16.4.5~~.

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~~16.7~~ 16.7 Effective upon the ratification of this agreement, and three times each fiscal year thereafter, employees shall have the option of cashing out a portion of their PTO.

~~16.7.1~~ 16.7.1 The request for such "cash out" shall be received no later than the end of the pay period prior to payment.

~~16.7.2~~ 16.7.2 Vacation PTO cash out shall be paid by separate check.

~~16.8~~ 16.8 Except as is provided in Paragraphs 16.4 to 16.5, 16.6, and 16.7 no employee shall be compensated for accrued PTO that is not taken.

### **18.15. SICK LEAVE WITH PAY**

~~17.1~~ 17.1 Sick leave may not be taken until after it has been earned as provided in this article. An employee earns sick leave based on the number of hours in a paid status, regardless of the rate at which such hours are compensated (e.g., straight time or time and a half). Sick leave is used to maintain paid status during an absence caused by the employee's or immediate family member's illness. PTO is used for all absences including those related to illness.

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~~17.2~~ 17.2 Sick leave shall accrue at the rate of .0385 beginning on the first hour worked. PTO will be paid at the employee's base rate of pay as of the time each sick leave occurs.

~~17.3~~ 17.3 Separation from service shall abrogate all sick leave accrued to the time of such separation. A separated employee who subsequently reenters HTA employment receives no credit for sick leave earned during the prior period of HTA employment. No payment shall be made to an employee for unused sick leave at the time of separation from employment.

~~17.4~~ 17.4 Upon retirement of an employee HTA will convert any unused accumulated sick leave to PERS service credit as specified by applicable law, under Section 20862.8 of the PERS Procedures Manual. As of July 1, 1990, Section 20862.8 read as follows:

~~"Section 20862.8 Credit for Unused Sick Leave:~~

~~"Unused accumulated sick leave at time of retirement may be converted to additional service credit at the rate of 0.004 year of service credit for each day of unused sick leave (i.e., 250 days of sick leave equals additional year of service credit). The employer must certify the number of days creditable."~~

~~17.5~~ 17.5 PTO The sick leave accrual described in this Article includes the three days of paid sick leave provided under AB 1522. HTA will comply with AB 1522 to the extent it affects employee use of up to three days of PTO.

### **19.16. FAMILY ILLNESS**

4816.1 Sick leave PTO may be used to care for a member of the employee's immediate family who lives in the employee's home or who has no one other than the employee to care for him/her.

4816.1.1 "Immediate family" means husband, wife, registered domestic partner, parent, mother-in-law, father-in-law, child, grandparent, grandchild, brother, sister, foster child, stepchild, or other child relative.

4816.2 Time taken off work with sick leave PTO for a family illness shall be at least one-half of the employee's annual sick leave PTO accrual each year.

## 20.17. CATASTROPHIC LEAVE

4917.1 When any employee faces financial hardship due to injury or the prolonged illness of the employee himself/herself, the employee's spouse or domestic partner or child, upon the written request of another employee and upon the approval of the General Manager or his/her designee, accrued paid leave PTO hours (sick leave, vacation leave, accrued PTO time, compensatory time-off or accrued holiday time-off) may be transferred from one or more requesting employees to a designated ~~another particular~~ receiving employee.

4917.2 Such transfers of accrued paid leave PTO hours shall be subject to the following terms and conditions:

4917.2.1 The receiving employee has exhausted all accrued paid leave PTO hours/credits.

4917.2.2 The transfer must be a minimum of four (4) hours, and thereafter transferred in four (4) hour increments.

4917.2.3 The transfer shall be credited on the receiving employee's employment and payroll records at the time that it is donated to that employee. Such transfers are irrevocable as of the moment the form is signed by the initiating employee.

4917.2.4 The total transferred leave time received by the receiving employee shall not normally exceed six (6) months; however, upon request, the General Manager shall have the authority to grant accrued paid leave PTO transfers totaling up to but not to exceed one (1) year.

4917.2.5 The need for catastrophic leave shall be posted on the employee bulletin board by the General Manager and shall be donated as designated in Paragraph 4917.3.1, 179.4 of this Article.

4917.3 Accrued paid leave ~~Such PTO~~ transfers may be made interdepartmentally, provided the General Manager approves and concurs.

4917.3.1 All time donated will be calculated at the donee's hourly rate of pay and will be donated at the recipient's rate of pay, and converted into days accordingly.

4917.4 Accrued paid leave PTO transfers shall be initiated in writing on a form developed by HTA, signed by the donating employee and verified by the General Manager.

4917.4.1 Employees are strictly forbidden to solicit donations of accrued paid ~~leavesick or PTO~~ from another employee.

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~~1917~~.4.2 Employees donating leave must retain a minimum of 40 hours of accrued paid leave, after the donating time is deducted, for their own use.

~~1917~~.5 Such transfers of hours from one employee to another under the provisions of this ~~A~~article shall not be considered paid status for the calculation of vacationPTO leave, step increases or vacationPTO accrual increases.

## ~~21~~.18. **BEREAVEMENT**

~~2018~~.1 Up to five (5) days, based on the number of hours worked per day, paid bereavement leave will be granted to employees because of death in the immediate family, as defined in Article ~~1816~~.

~~2018~~.2 In any given fiscal year an employee may be granted bereavement leave in addition to that specified in Section ~~2018~~.1 for the death of that employee's spouse, domestic partner, parent(s) or that employee's child(ren). Section ~~2018~~.2 does not apply for all immediate family as defined in Article ~~1816~~.

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## ~~22~~.19. **JURY DUTY OR SUBPOENAED WITNESS**

~~2419~~.1 Each employee may willingly accept jury duty as ~~a civil~~one of the obligations of ~~citizenship~~.

~~2419~~.2 The employee shall provide the summons and proof ~~of~~ service to their at the earliest possible date to his/her immediate supervisor as soon as possible, and at least 7 calendar days in advance whenever possible to allow for adjustment of work schedules.

~~2419~~.3 The General Manager shall notify jury officials when jury service by an employee would seriously impair the operation of HTA.

~~2419~~.4 Court paid mileage reimbursements may be retained by the employee at his/her option.

~~2419~~.5 Except as provided in Paragraph ~~2419~~.6, an employee shall not lose compensation while serving on a jury or as a subpoenaed witness, ~~but any fees (except as in Paragraph 21.4) received by the employee shall be assigned to HTA.~~

~~2419~~.6 A voluntary or subpoenaed court appearance as a party or as an expert witness will not be considered paid status, ~~but the employee may keep any fees received.~~

## ~~23~~.20. **LEAVE OF ABSENCE**

~~2220~~.1 HTA shall grant leave of absence without pay and without loss of seniority when:

~~2220~~.1.1 An employee submits to the General Manager a written request for such leave, stating the reasons therefore and the period of absence requested; and

~~2220~~.1.2 Such reasons and period of absence appear reasonable to the General Manager; and

2220.1.3 In the opinion of the General Manager such leave may be granted without impairing HTA's operations.

2220.2 Leave of absence with pay shall not be granted unless required by law.

2220.3 No leave of absence shall be granted for a period of more than one calendar year, and no leave of absence which would create a total of more than 365 days in five consecutive calendar years will be granted to an employee.

202.3.1 Prior to the expiration of the period of leave granted, the employee may, provide notice to the General Manager on Monday or Tuesday of each week that the employee would like to voluntarily return to work.

2220.4 Leave of absence may be terminated when the General Manager determines that the reasons stated for the leave were falsified, have already been accomplished, have become incapable of accomplishment, or that the employee has accepted other gainful employment, except as stated in Paragraph 2220.7.2 of this article.

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2220.5 A leave of absence granted for medical reasons shall be terminated by the General Manager prior to the expiration of the period of leave granted if a physician determines either that the employee is able to return to work or that the employee will not become able to return to work within the period of leave, subject to the requirements of California disability retirement law.

202.5.1 HTA may file an application for disability retirement on behalf of an employee notwithstanding that the employee has been granted a leave of absence.

2220.6 HTA will continue to provide health insurance coverage as stated in Article 23-21 hereof to an employee on leave of absence for the first one-hundred eighty (420-180) days of such leave provided such leave is taken for medical reasons and if the employee continues to pay any portion of the premiums that are the employee's responsibility. For leaves of absence taken for any other reason other than medical reasons, HTA will not continue to provide health insurance coverage. The employee may continue coverage at his/her own expense thereafter.

2220.7 As stated in Paragraph 2220.1.2 of this article, leave of absence will be granted only on grounds that appear reasonable to the General Manager.

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202.7.1 Such grounds include properly supported requests for leave for medical reasons, for reasons related to pregnancy, ~~and~~ childbirth, and care of immediate family.

202.7.2 Leave of absence will not be granted for the purpose of seeking or accepting other gainful employment except temporary gainful employment not related to the reasons the leave was granted or working in a family-owned business on an emergency basis.

2220.8 The determination as to the number of employees to be granted leaves of absence at any time is vested solely in HTA.

2220.9 The General Manager may require an employee requesting or taking leave of absence for medical reasons to submit a physician's written statement as to the employee's condition and the need for the leave and may require a return--to--work Fitness for Duty evaluation to ensure that the employee may safely and capably return to work. The employee may submit a report from the employee's physician if the employee disagrees with the results of the Fitness for Duty evaluation. If the Fitness for Duty evaluation and the employee's physician's report conflict, an Agreed Upon Medical Examiner (AME) shall be selected to provide a final and binding Fitness for Duty evaluation. The costs and expenses of the AME shall be borne by HTA.

2220.10 An employee granted leave of absence for medical reasons, including reasons related to maternity and paternity, may use accrued sick and ~~vacation~~PTO before taking the leave of absence.

2220.11 Employees failing to report for work on their next scheduled working day after expiration or termination of a leave of absence shall be considered to have voluntarily resigned.

2220.12 The probationary period of an employee serving a six (6) month probationary period at the time leave of absence is taken shall be extended for the same number of days as were taken in leave of absence.

#### 24.21. MEDICAL INSURANCE

2321.1 HTA shall make available group hospitalization and medical, dental and vision insurance to all employees ("Employee Coverage") and their dependents ("Dependent Coverage").

2321.1.1 HTA contracts with the California Public Employees' Retirement System (PERS) for health insurance.

2321.1.2 The PERS program manager sets forth enrollment requirements and guidelines along with underwriting restrictions.

2321.1.3 Participation in the dependent coverage under the PERS health insurance program is not mandatory.

2321.1.3.1 PERS is the only health insurance plan which will be offered to HTA employees and HTA will not contribute to the cost of any other plan.

2321.1.3.2 Beginning January 1, 2017, an employee may opt-out of medical benefits to the extent allowed by law. An employee opting-out of employer sponsored health insurance must provide written proof of 1) coverage in another Patient Protection and Affordable Care Act compliant group health insurance plan and 2) that the employee is not obtaining health coverage as a ~~dependant~~dependent on another public agency's PERS health plan. An employee opting-out of employer sponsored health insurance who provides this written proof will receive an opt-out incentive equal to 100% of the employee-only premium for the least expensive plan offered by PERS in Humboldt County.

2321.2 HTA shall pay 100% of the cost of the insurance premium for medical insurance of the least expensive plan offered by PERS in Humboldt County on behalf of all employees

and their covered dependents. HTA shall pay 100% of the cost of the insurance premium for dental insurance for the dental plan chosen by HTA for their employees.

[2321.3](#) HTA shall offer to meet and consult with AFSCME prior to changing the insurance carrier or coverage. However, if HTA changes such insurance carrier, HTA shall enroll in insurance plans with the new carrier that provide equivalent coverage and benefits to those provided under the insurance plan in effect.

[2321.4](#) If a regular employee ceases active work because of any layoff, and HTA is contracting with CalPERS to provide health insurance, payment of premiums with respect to that employee shall keep health insurance coverage in force for a period of not more than one full month in addition to the month in which the layoff begins, or until that employee receives coverage elsewhere, whichever occurs first. If the health insurance is provided by other than CalPERS, HTA shall keep health coverage in force for a period of not more than two bi-weekly pay periods or until that employee receives coverage elsewhere, whichever occurs first.

[2321.4.1](#) The notice of layoff shall include notification of the employee's eligibility for such continued coverage and the employee's payment requirements.

[2321.5](#) HTA and AFSCME share the responsibility to obtain the maximum level of insurance benefits available for the premium amounts contemplated by this Article.

[2321.6](#) Notwithstanding any other provision of this article, all collateral sources of payment shall be taken into account, and no payment of benefits hereunder shall be made which will result in a duplicate payment to or on behalf of an employee or his/her covered dependent for the same injury, illness or condition.

[2321.7](#) As long as HTA employees are members of the PERS medical insurance group and vision care coverage is not available under the policy, HTA will pay \$300.00 per calendar year for each employee and \$150.00 for his or her covered dependents for vision care expenses.

[2321.7.1](#) In order to be compensated for vision care expenses, an employee must submit receipts from a bona fide vision care provider and/or optical dispenser.

[2321.7.2](#) Employees in the job classifications of Cleaner/Janitor, Cleaner/Janitor (part time), Shop Supervisor, Lead Mechanic, Senior Mechanic, Equipment Mechanic, Equipment Technician I/II, Vehicle Service Worker and Vehicle Service Worker (part time) may receive a \$150.00 per year reimbursement for the purchase of prescription safety glasses. Employees must present a receipt as required in Section [2321.7.1](#) for the prescription safety glasses to the Authority to be eligible for the reimbursement

[2321.8](#) Any employee that participates in the health plan must participate in the group dental coverage.

## **[25-22. WORKER'S COMPENSATION](#)**

[2422.1](#) Employees are covered by Worker's Compensation in accordance with the Worker's Compensation laws of California.

## **[26-23. RETIREMENT](#)**



[2523.1](#) Eligible employees will be enrolled in the Public Employees' Retirement System (PERS), including the 1959 Survivors' Benefits.

[2523.1.1](#) Eligible employees are defined and the provisions of the retirement plan are contained in the contract between HTA and PERS, as it exists on the effective date of this MOU or as it is amended during the term of this MOU. Medical coverage will not be reimbursed to survivors.

[2523.2](#) HTA shall pay to the Public Employees' Retirement System, on behalf of each eligible HTA employee in classifications represented by AFSCME, \$.93 per pay period per employee which is used to pay for survivor benefits and which will be deducted from the employee's bi-weekly payroll warrants. In addition, effective the first pay period in January 2013 or upon ratification of the MOU, whichever is later, HTA shall contribute the full employer share towards the applicable CalPERS retirement formula for bargaining unit employees. Each employee shall contribute the full employee share toward the applicable CalPERS retirement formula, pursuant to an automatic payroll deduction.

[2523.2.1](#) HTA agrees to provide dependent survivor benefits (PERS) at Level 4 (the highest level available from PERS) with no additional cost to the employee.

[2523.2.2](#) HTA agrees to provide \$10,000.00 of term life insurance for each employee in addition to the PERS survivor benefits as stated in Paragraphs [2523.2](#) and [2523.2.1](#).

[2523.3](#) HTA shall convert any unused sick leave to PERS service credit as specified in Article [47-15](#) Sick Leave, upon retirement of an employee.

[2523.4](#) HTA contributes to the cost for medical benefits for all eligible and qualifying retired HTA employees and their dependents.

[2523.4.1](#) For all eligible and qualifying retired HTA employees actively employed by HTA on or before July 1, 2006, and their dependents, HTA shall contribute to the cost of the insurance premium for medical benefits as follows:

[2523.4.1.1](#) For all eligible and qualifying retired HTA employees HTA shall pay 95% of the initial cost of the insurance premium for medical benefits with the retiring paying 5%, and for the dependents of all eligible and qualifying retired HTA employees HTA shall pay 90% of the initial cost of the insurance premium for medical benefits with the retiree paying 10%.

[2523.4.1.2](#) Following the date of retirement, HTA and the retirees shall share the cost of all medical benefit premium increases over the initial cost of the insurance premium as follows: Increases of 10% per year or less shall be borne by HTA. Increases greater than 10% per year shall be shared with HTA paying the first 10% and the remainder of the increase shared 50/50 between the retiree and HTA.

[2523.4.2](#) For all eligible and qualifying retired HTA employees first employed by HTA after July 1, 2006, and their dependents, HTA shall contribute to the cost of the insurance premium for medical benefits as described below.

- [2523.4.2.1](#) For all eligible and qualifying retired HTA employees with 5 years of HTA service at the time of retirement, HTA shall pay 50% of the initial cost of the insurance premium for medical benefits with the retiree paying 50%, and for the dependents of such employee HTA shall pay 50% of the initial cost of the insurance premium for medical benefits with the retiree paying 50%.
- [2523.4.2.2](#) For all eligible and qualifying retired HTA employees with 6-7 years of HTA service at the time of retirement, HTA shall pay 60% of the initial cost of the insurance premium for medical benefits with the retiree paying 40%, and for the dependents of such employee HTA shall pay 60% of the initial cost of the insurance premium for medical benefits with the retiree paying 40%.
- [2523.4.2.3](#) For all eligible and qualifying retired HTA employees with 8-9 years of HTA service at the time of retirement, HTA shall pay 70% of the initial cost of the insurance premium for medical benefits with the retiree paying 30%, and for the dependents of such employee HTA shall pay 70% of the initial cost of the insurance premium for medical benefits with the retiree paying 30%.
- [2523.4.2.4](#) For all eligible and qualifying retired HTA employees with 10-12 years of HTA service at the time of retirement, HTA shall pay 80% of the initial cost of the insurance premium for medical benefits with the retiree paying 20%, and for the dependents of such employee HTA shall pay 80% of the initial cost of the insurance premium for medical benefits with the retiree paying 20%.
- [2523.4.2.5](#) For all eligible and qualifying retired HTA employees with 13-14 years of HTA service at the time of retirement, HTA shall pay 90% of the initial cost of the insurance premium for medical benefits with the retiree paying 10%, and for the dependents of such employee HTA shall pay 90% of the initial cost of the insurance premium for medical benefits with the retiree paying 10%.
- [2523.4.2.6](#) For all eligible and qualifying retired HTA employees with 15 or more years of HTA service at the time of retirement, HTA shall pay 95% of the initial cost of the insurance premium for medical benefits with the retiree paying 5%, and for the dependents of such employee HTA shall pay 90% of the initial cost of the insurance premium for medical benefits with the retiree paying 10%.
- [2523.4.3](#) Following the date of retirement, HTA and the retirees shall share the cost of all medical benefit premium increases over the initial cost of the insurance premium as follows: The amount of the increase shall be shared 50/50 between the retiree and HTA.
- [2523.4.4](#) Employees first hired by HTA after December 19, 2012, shall be eligible to receive medical benefits upon retirement only after 15 years of service with the HTA. Said retirement health care benefits shall be provided to qualifying employees only. The employee shall pay all increases to the cost of medical benefits occurring after the date of retirement.

2523.4.5 "Qualifying retired HTA employee" shall mean an employee retired from HTA who has elected to be covered under the PERS health care plan for retired persons.

2523.4.6 "Initial cost of the insurance premium: shall mean an amount equal to the insurance premium for medical benefits for each eligible and qualifying retired HTA employee and the dependents in effect at the time of the employee's retirement.

2523.4.7 Retirees will directly pay the retiree portion of health insurance premiums during approximately the first 30 to 45 days of retirement between the time that they receive their final paycheck from the Authority and the time they receive their first pension check from CalPERS.

2523.5 Under no circumstances will an employee who has been terminated from employment with HTA be eligible for retirees' medical benefits for themselves and/or their dependents.

#### **27-24. REST BREAKS AND MEAL PERIODS**

2624.1 Coach operators driving coaches shall have paid rest breaks of at least fifteen (15) minutes at each turn around point which occurs one hour or more from the point of origin or previous turn around point, except at the end of a run when revenue service has terminated.

2624.2 Coach operators driving the Eureka Transit Service assignments shall receive and accept rest breaks as shown on schedules published for such service as satisfying all state rest break and meal period requirements.

2624.2.1 HTA will conform to the meal break obligations as outlined in the Industrial Welfare Commission Order 9-2001 as amended and republished 1/1/2007 except as otherwise outlined in the MOU.

2624.3 For the purpose of this article, hours worked will be calculated to exclude check in and check out times. For purposes of calculating rest breaks, hours worked must be continuous (except for rest breaks), must all be worked on the same run, and must not include non-working intervals between split shifts.

2624.4 Paragraphs 2624.1 and 2624.2 do not apply to unscheduled, charter or other special work.

2624.5 All other employees shall have a fifteen (15) minute paid rest break during each four (4) hour period worked.

2624.6 Rest break time not taken shall not be accumulated. Schedules shall be arranged to facilitate the provisions of this article. It is recognized, however, that variable traffic, weather, and other problems beyond the control of HTA make it impossible for HTA to guarantee rest breaks.

#### **28-25. UNIFORMS**

2725.1 HTA shall pay the entire cost of the initial issuance, replacement due to normal wear, and articles damaged while on duty. Uniforms shall be worn only when on duty. These uniform items will be the property of HTA. Each operator shall maintain his/her uniform

items in proper repair and in a neat and clean condition. Employees will be responsible for replacement of articles damaged off-duty. All full-time drivers shall be issued the following uniform items:

5 shirts (optional long or short sleeve)

4 trousers, shorts or skirts (optional)

1 jacket

1 hat

2 neck ties (optional) male or female

1 name tag and name plate

2725.2 Shoes for Drivers, Extraboard Drivers, and Extraboard Drivers (part-time) will be replaced for normal wear with a limit of one (1) pair every year up to a total reimbursement of \$120.00. Shoes or boots for all other classifications will be replaced for normal wear with a limit of one (1) pair every year up to a total of \$280.00. In order to be reimbursed, an employee must submit a receipt from a bona fide footwear vendor. Employees will be responsible for replacement of shoes damaged off-duty.

2725.3 HTA and an employee may agree on an alternative article of clothing to substitute for a standard uniform article purchased by HTA.

### **29.26 DAMAGE TO CLOTHING AND PERSONAL EFFECTS**

2826.1 Upon approval of HTA, and in accordance with the provisions of Section 53240 of the Government Code of California, employees may be paid the cost of replacing or repairing clothing or prostheses, such as eyeglasses, hearing aids, dentures, watches, or articles necessarily worn or carried by the employee when such items are damaged or destroyed in the line of duty without fault of the employee.

2826.2 If an item or items are damaged beyond repair, its actual value may be paid. The value of such an item shall be determined by the General Manager as of the time of damage. The General Manager shall establish a procedure to be followed by employees in submitting claims for damaged or destroyed items.

### **30.27 TOOL REPLACEMENT**

2927.1 HTA agrees to furnish a safe and suitable storage space for employees' personal tools normally and consistently used in the scope of employment.

2927.2 HTA shall pay the cost of replacing an employee's personal tools if they are stolen from HTA premises as a result of unlawful breaking and entering of HTA premises (when claim is accompanied by a police report), or if they are ruined by natural catastrophe (fire, flood or earthquake) on HTA premises.

2927.2.1 The term "premises" as used herein shall include HTA service vehicles while on official HTA business, and shall not include such vehicles when not in service.

2927.2.2 To be entitled to such reimbursement for catastrophic loss, it shall be the employee's responsibility to file with HTA a complete inventory of personally owned tools which are normally and consistently used on HTA business and retained on HTA premises.

2927.2.3 Such inventory shall be subject to periodic audit by HTA, and shall be kept up to date by the employee on a continuing basis as tools are added to or deleted from the inventory.

2927.3 Upon successful completion of their probationary period employees in the classification of Lead Mechanic, Senior Equipment Mechanic, Equipment Mechanic, and Equipment Technician, shall receive a tool maintenance allowance of \$700.00 per fiscal year.

### **31-28. CHARTERS**

3028.1 Chartered bus trips shall be assigned to the extraboard unless no extraboard operators are available, in which ~~eventease~~ chartered bus trips shall be offered to those regular coach operators who have signed up to drive charters.

Charters will be offered to such regular operators in rotation; provided, however, that in order to be eligible to drive a charter, an operator must have at least nine (9) hours off duty between the end of the last hour worked on the previous day and the first hour worked on the day of the charter, and on the day of the charter must not have driven so many hours on non-charters as, when added to the hours driven on the charter, exceed ten (10) hours.

3028.2 All time spent on charter layovers wherein the operator has not been relieved of duty, is fully compensable. Such layover time wherein the operator will be relieved of duty will be duly stated on the charter order.

3028.2.1 The term "relieved of duty" as used herein shall mean that the operator is not required to remain in or near the bus nor be responsible for the charter passengers during this time of relief.

### **32-29. FREE TRANSPORTATION**

3429.1 HTA shall issue identification, at no initial cost to the employee, to be used by off duty employees, their spouses or domestic partners and children to ride Redwood Transit System free. Joy riding will not be allowed. There will be a \$2.50 fee for replacement cards.

### **33-30. TRAVEL EXPENSES AND MILEAGE ALLOWANCE**

3230.1 For use of private vehicles on HTA business, employees will be reimbursed at the rate established by Governing Board as set forth by resolution. Actual expenses for any trip approved by the General Manager shall be reimbursed to the employee when receipts are surrendered.

### **34-31. PAYROLL DEDUCTIONS**

3331.1 HTA shall provide payroll deductions for all services provided by the Coast Central Credit Union if requested by the employee. HTA shall continue to provide such other payroll deductions as exist at the effective date of this MOU but will not provide additional payroll deduction services to other financial institutions after that date.

~~33~~31.2 HTA shall provide automatic deposit of payroll checks to any financial institution at the written request of the employee.

### ~~35~~32. NEPOTISM

~~34~~32.1 No employee or applicant for employment shall be hired, promoted, demoted, transferred or assigned to work in a position that directly supervises or is supervised by a position held by a relative of such employee or applicant for employment.

~~32~~4.1.1 "Relative" as used in this article means spouse or domestic partner, parent, child, grandparent, grandchild, brother, sister or in-law relative, including an adopted or step relative.

### ~~36~~33. MAINTENANCE OF BENEFITS; EXCEPTION

~~35~~33.1 All written matters within the scope of AFSCME's representation, including written rights, privileges, benefits and terms and conditions of employment, which are in force as of the effective date of this agreement, whether set forth herein or in another document duly adopted and promulgated by HTA, shall remain in force during the term of this agreement unless changed by mutual consent.

~~35~~33.2 All unwritten rights, privileges, benefits, and terms and conditions of employment as of the effective date of this agreement which are within AFSCME's scope of representation, except those directly modified or terminated by this agreement, shall remain in force during the term of this agreement unless changed by mutual consent.

~~35~~33.3 Notwithstanding Paragraphs ~~35~~33.1 and ~~35~~33.2 of this article, the parties expressly agree that during the term of this MOU, HTA may adopt new run structures unilaterally and without meeting and conferring with AFSCME.

~~35~~33.3.1 However, at least three (3) working days before posting a notice of run assignment bidding for a new run structure, HTA will offer in writing to meet and consult with AFSCME concerning the effect of the new run structure on employees' working hours. Such offer shall include written notice of the particulars of the new run structure.

### ~~37~~. DISCRIMINATION

~~36~~.1 ~~Employment practices of HTA are subject to federal and state legislation pertaining to equal opportunity employment. No applicant or employee shall be discriminated against. Established policies and procedures shall be applied equally to all applicants and employees.~~

~~36~~.2 ~~HTA shall post on the employee bulletin board a copy of the Equal Employment Opportunity Commission guidelines concerning sexual harassment and, in addition, will distribute the Department of Fair Employment and Housing's pamphlet setting forth employee rights and legislative requirements on the same.~~

### ~~38~~34. MEDICAL EXAMINATIONS

~~37~~34.1 An applicant for HTA employment shall be examined by a licensed doctor of medicine before being hired and reporting for work. If the portions of the examination which affect the ability of the applicant to fill the position are not satisfactory to the General Manager, the applicant will be so notified and may at his/her own expense and within ten (10)

calendar days submit independent medical opinions for consideration before the General Manager makes a final determination as to appointment of the applicant.

3734.2 Each employee required to maintain a California Class B driver's license shall every two years undergo the medical examination and obtain the medical certificate required therefore; provided, however, that such employees who are fifty-five (55) years of age or older shall undergo a medical examination annually.

3734.3 In addition, the General Manager may at any time require an employee to undergo a medical examination if there is reasonable cause to suspect that because of a health condition the employee may endanger his/her fellow workers or the public or is unable to perform his/her job safely and dependably.

3734.3.1 Should the results of any such examination indicate to the General Manager that because of a health condition an employee may endanger his/her fellow workers or the public or may be unable to perform his/her job safely and dependably, the General Manager shall not permit the employee to return to work until the health condition is corrected and will place the employee on the appropriate leave. Except as provided in Paragraph 4715.8 of Article 4715, the employee must exhaust his/her accumulated sick leave before being placed or continuing on leave without pay pursuant to Article 2220.

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3734.4 Except as otherwise provided in Paragraph 3734.1, HTA will select the physician to administer and shall bear the costs of the medical examinations referred to in Paragraphs 3734.1 and 3734.2 of this article, and no employee shall lose compensation or benefits while taking such examinations.

3734.5 The costs of other examinations and medical care obtained by the employee, including follow up medical care to correct a health condition, shall be the responsibility of the employee or employee's medical insurance.

3734.6 In the event of a conflict in physicians' opinions concerning an employee's health, the General Manager shall, at HTA's cost, require the employee to undergo examination by a third physician selected by the General Manager. The finding of a majority opinion shall decide the employee's fitness to return to work.

3734.7 In the event the majority opinion of the medical physicians in Paragraph 3734.6 concludes that there was insufficient medical basis for leaves required by the General Manager under this article, all accrued leave time so required to be taken (sick, vacation~~PTO~~, etc.) shall be restored and credited to the employee.

### 39.35. NOTICE OF VACANCY

3835.1 Whenever an opening occurs in any classification or as the result of the allocation of a new position, a notice of such opening shall be posted on the bulletin board for ten (10) working days. Notice of job openings will also be mailed to employees laid off within the prior three (3) years.

### 40.36. PROBATIONARY PERIOD

3936.1 The probationary period is the final part of the hiring and promotion processes. It gives the General Manager an opportunity to observe and evaluate an employee's competence and ability to perform assigned duties.

~~3936~~.2 All employees are subject to new hire and promotional probationary periods. The probationary period is six (6) months.

~~3936~~.3 For coach operators, the probationary period begins with a training period during which the probationary employee will be accompanied and instructed by a supervisor and during which the probationary employee will be compensated at the Step A rate of pay for the classification.

~~3936~~.3.1 The training period will continue until, in the opinion of the supervisor, the probationary employee is able to perform the duties of the job alone.

~~3936~~.4 The General Manager must thoroughly investigate the probationer's adjustment, performance and general acceptability to determine whether the employee is fully qualified for permanent status.

~~3936~~.5 A promotional employee failing to pass probation shall return to their former position held prior to the promotional position. New hires failing to pass probation may be terminated if found unsatisfactory by the General Manager. The General Manager must give the probationary employee written notification of termination but not an explanation for why the employee is being terminated. Article ~~54-48~~ does not apply to termination of probationary employees, and the probationary employee has no right of appeal.

~~3936~~.6 Probationary employees are entitled to the following benefits granted to permanent employees: paid holidays, ~~vacationPTO~~ or ~~vacationPTO~~ accrual, ~~sick leave accrual~~, ~~sick leavePTO~~ for family illness, paid catastrophic leave or bereavement, medical (including medical, dental and vision) insurance coverage, and uniforms.

#### ~~41-37~~ RESIGNATION AND LAYOFF

~~4037~~.1 At least two (2) weeks prior to leaving, the employee shall present a written resignation to the General Manager stating the effective date and the reason for the resignation.

~~4037~~.1.1 Failure to comply with the notice period shall be recorded in the employee's personnel folder and may be cause for denying future employment with HTA.

~~4037~~.2 HTA may lay off employees because of lack of work, lack of funds, a reduction in budget or administrative reorganization and will provide at least two (2) weeks' notice prior to all layoffs, except as provided for by Paragraph ~~414~~.9.1.

~~3740~~.2.1 A layoff is a separation from service within the meaning of ~~Paragraph 4614~~.5, ~~4614~~.6 of Article ~~46-14~~ and Paragraph ~~4715~~.5 of Article ~~4715~~.

~~4037~~.3 The order of lay-off within a classification shall be based on seniority as provided in Article ~~444~~1.

~~4037~~.3.1 For coach operators and extraboard coach operators, the shift selection process provided for in Article ~~44-41~~ shall also be the process for layoff.

~~4037~~.3.1.1 A notice of run assignment bidding for a schedule which provides for less total hours of work than the schedule in use shall serve as notice that there may be layoffs.

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4037.4 A permanent employee in classifications other than coach operator or extraboard coach operator who is scheduled for layoff may voluntarily demote to the same step of a classification having similar duties and requirements, provided a position in such classification has the same or a lower salary range and is vacant or is held by an employee with less seniority.

4037.4.1 An eligible employee must notify the General Manager in writing of his/her decision to demote no later than five (5) working days after receiving the layoff notice. The General Manager must as soon as practicable thereafter give notice of layoff to any employee into whose position the employee with greater seniority is demoting.

4037.5 The reinstatement period for the rehiring of qualified employees will be twelve (12) months. The order of offer to rehire will be in reverse of layoff order.

4037.5.1 Before being rehired, an employee must provide proof of appropriate licenses and ability to pass all necessary medical examinations.

4037.5.2 A rehire will not necessitate calling an interim bid, and a rehired employee will be placed on the extraboard until the next bid.

4037.5.3 An employee rehired within six (6) months of layoff will be reinstated to his/her original seniority date and to sick leave, pay step and vacation~~PTO~~ accrual rate earned at the time of layoff.

4037.5.4 No reinstatement of benefits will be made for employees rehired six (6) months or more after layoff.

4037.5.5 If an employee is rehired between six (6) months and one year after layoff, he/she will be appointed at Step A if the probationary period had not been completed prior to layoff and otherwise at Step B.

4037.5.6 An employee rehired one (1) year or more after layoff must serve a ~~6-~~ month probationary period, and shall be appointed at Step A.

4037.6 A layoff is not a disciplinary action, and an appeal from a layoff is restricted to consideration of computation of seniority, classes to which voluntary demotion may occur, and other mechanical or procedural aspects of the layoff process.

4037.6.1 An appeal from a layoff may not involve consideration of the merits of or necessity for the layoff. An appeal from a layoff must be in writing, signed by the employee and filed with the General Manager within five (5) working days of the date of that notice of layoff was received by the employee, and must state the employee's name, classification and mailing address, the facts on which the appeal is based and the recommended solution in sufficient detail to enable the Appeals Panel to understand the nature of the appeal. Paragraphs 503.5 through 530.17.1 shall govern the hearing of the appeal.

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## 42.38. DRIVER LICENSE FEES

4138.1 HTA shall reimburse active employees for fees paid to the Department of Motor Vehicles for that employee's driver license renewals. Employee must produce an original receipt from the DMV in order to be reimbursed for this expense.

#### **43.39. BUS MAINTENANCE / VEHICLE DEFECT REPORTS**

4239.1 HTA shall maintain the buses in safe mechanical condition at all times.

4239.2 Two copies of all vehicle defect reports and the responses from the Maintenance Department shall be posted in the drivers' room for a period of one month for review by all employees. The employee filing the report may take one copy.

#### **44.40. SENIORITY SYSTEM**

4340.1 HTA shall maintain and make available upon request a seniority roster for employees in each classification.

4340.2 Seniority for current employees shall remain as it is on the effective date of this agreement. Seniority shall be based on the date of hire for new employees.

4340.3 The seniority date for a rehired employee will be the date of rehire except as specified in layoff rules in Article 4037.

4340.4 For employees who transfer between the operations (bus driving), maintenance and administrative departments, the transfer date shall replace the date of hire only for the purposes of bidding runs or shifts and claiming time off dates. Employees shall retain all seniority earned for a department in which they have previously worked should they return to that department.

#### **45.41. SHIFT SELECTION PROCESS**

4441.1 HTA retains the right to determine and schedule work assignments. Eight (8) hour shifts of work per day will be provided when in the opinion of the General Manager it is possible to do so without impairing the efficiency and economy of operations. Notwithstanding, no less than 24 bids for full time employment of at least 36 hours will be available and at least one bid at 35 hours will be available for an overall number of minimum bids at 25. These numbers can be adjusted to accommodate a significant increase or decrease of business by agreement between the parties.

4441.2 A notice of general bid of run assignments will be posted during December/January, May/June and August/September of each year. However, should a run be added or deleted or changed one (1) or more hours during the above periods, then all runs will be posted at such time and will constitute an interim bid of run assignments.

4441.2.1 A change of less than one (1) hour in a run may be made at any time and no interim bid will be posted.

4441.3 The notice of bid run assignments shall include:

4441.3.1 The total number of paid hours per week for all runs

4441.3.2 Each coach run of five (5) consecutive days or less

- [4441.3.3](#) The beginning report time, the ending time, the check-in and check-out time, and the rest breaks for each run
- [4441.3.4](#) The total daily and weekly paid time for each run
- [4441.4](#) Coach operators may bid one or a combination of runs, provided that:
- [4441.4.1](#) A coach operator may bid a run of over forty (40) hours a week provided that it is posted for bid and designated by HTA by only one run number;
- [4441.4.1](#) The operator will have at least nine (9) hours between the last hour worked on one day and the first hour worked on the following day; and
- [4441.4.2](#) The operator does not drive more than ten (10) hours a day.
- [4441.5](#) Operators may choose to bid extraboard rather than scheduled runs.
- [4441.6](#) The runs available for bid, the drivers' run sheet and a current seniority list shall be posted and provided to each operator at least thirteen (13) calendar days before the effective date.
- [4441.7](#) Beginning on the second day after posting, operators shall make selections according to their seniority. Senior operators choose in sequence within an assigned period of time which shall be compatible with existing run assignments.
- [4441.7.1](#) Operators failing to bid within assigned times will forfeit their bidding position and be placed at the end of the bidding sequence.
- [4441.8](#) HTA will mail to the last known address of all coach operators on paid status but not at work or anticipated to be on paid status but not at work during a bidding sequence, a notice of any interim bid run assignments. If such paid status extends beyond the effective date of the new run assignments, the run shall be filled on a daily rotating basis by extraboard operators until the bidder's return to work.
- [4441.9](#) If the coach operator is on leave of absence and the leave extends more than twenty-nine (29) days beyond the effective date of the new run assignments, the employee will not be allowed to bid and will be placed on the extraboard on returning to work, provided there is an open position available or he/she is senior to the junior rotating extraboard operator. Conversely, if the coach operator is on leave of absence and the leave extends for less than thirty (30) days beyond the effective date of the new run assignments, the employee will be allowed to bid.
- [4441.9.1](#) In the event that a junior rotating extraboard operator is displaced by a senior coach operator returning from leave of absence or demoting and there are no open positions available for the displaced junior operator, such operator shall be placed on furlough immediately and without posting run assignments for bidding.
- [4441.10](#) Unbid runs may be assigned in the discretion of the General Manager to the extraboard or to those regular coach operators with the least seniority whose run assignments do not conflict therewith or with paragraphs [4441.4](#), [4441.4.1](#), [4441.4.2](#) or [4441.4.3](#).

4441.11 A run is a driving assignment lasting two and a half (2 1/2) or more continuous hours. A driving assignment lasting two and a half (2 1/2) or less continuous hours may, at the discretion of the General Manager, either be posted and bid for or be assigned to the extraboard.

4441.12 Prior to the development of a new run schedule the Operations Manager shall take into account all stops made by coach operators which are not listed on the schedule, but which are required by HTA or by the imperatives of good customer service.

4441.13 Prior to implementation, the Union may make written advisory comments to HTA concerning new run schedules.

#### **46-42. NON-WORKING INTERVALS**

4542.1 A run assignment may include non-working intervals of any period of no more than two hours per interval, which will be paid for as provided in this article. Such intervals may or may not immediately follow a paid rest break required by Article 246. No part of such intervals, whether or not paid for, shall be considered hours worked for purposes of calculating rest breaks under Article 2624.

4542.2 Such an interval of 30 minutes or less that does not immediately follow a paid rest break will be paid in full. No portion of such an interval that is longer than 30 minutes and does not immediately follow a paid rest break will be paid. If such an interval immediately follows a paid rest break, only such part of the interval will be paid as, when added to the length of the paid rest break, does not exceed 30 minutes.

4542.3 The total length of the unpaid portions of such intervals for all run assignments may not exceed 20 hours per week.

#### **47-43. FILLING VACANT RUNS**

4643.1 Should a run be temporarily vacated due to time-off, sick leave or leave of absence, such run will be filled from the extra-board.

4643.2 Up to two extra-board drivers shall be dedicated to bid time off coverage. The most senior extra-board driver shall have his or her choice of the bid time off relief routes if two or more drivers are off. Regular drivers shall have entitlement to their regular bid routes if they cancel their time-off.

4643.3 Runs which are permanently vacant may be filled from the extra-board until the next available bid.

#### **48-44. BUS SAFETY CHECK**

4744.1 Work schedules shall include sufficient time to allow each coach operator fifteen (15) minutes of paid time per shift to complete necessary paperwork and to safety check the coach.

#### **49-45. PERFORMANCE EVALUATION**

4845.1 HTA shall maintain a personnel file for each employee and by means of written performance evaluation shall evaluate the quality and quantity of work performed by each employee. Such evaluations shall include an overall rating.

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4845.2 Every performance evaluation shall be discussed with the employee, and a copy of such evaluation shall be given to the employee to read and sign before being placed in the employee's file.

4845.2.1 If the employee elects to sign such material, his/her signature indicates only that he/she has read and received a copy.

4845.3 The Operations Manager and/or another Certified Trainer/Instructor shall evaluate all coach operators, extra-board operators and other employees required to operate HTA equipment.

4845.3.1 Performance evaluations may only be used to check for safe vehicle operation, training, to review employee's performance during the evaluation period and as the basis for a Performance Improvement Plan. Performance evaluations shall not be used as a basis for taking disciplinary action against an employee but can be cited in disciplinary actions to show that an employee received notice of HTA's direction to the employee.

4845.4 The General Manager shall evaluate all equipment mechanics, equipment technicians, vehicle service workers and others as may be placed under his/her immediate supervision.

4845.5 HTA shall attempt to evaluate each probationary employee at least once and each non probationary employee annually at or about the time of his/her anniversary date with HTA. It is recognized, however, that the press of work may not allow HTA to make such timely evaluations.

4845.6 HTA will meet and confer with AFSCME concerning any substantive change in the way employees are evaluated.

#### **50-46. TIME CARDS/TRIP REPORTS**

4946.1 In the event that an employee's time card or trip sheet is altered, except when that alteration corrects clerical or computational errors, the employee shall be notified prior to the alteration.

4946.2 In the event the employee whose time card or trip sheet is altered is unavailable for prior notification, he/she shall be notified of the alteration as soon as practicable after return to his/her assigned work station.

#### **51-47. REPORTS AND RECORDS**

5047.1 HTA shall maintain, or cause to be maintained, a personnel file for each employee in the service of HTA, showing the name, title or position held, the nature of the employee's assignment, salary received, changes in employment status and such other information as may be pertinent.

5047.2 HTA recognizes employees' rights under state and federal privacy laws to confidentiality of personnel files, and HTA will attempt to maintain the confidentiality and physical security of such files.

5047.3 The General Manager shall permit access to employee personnel files, except as set forth in section 4750.4 hereof, only to members of HTA management or as required by law.

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5047.4 An employee may inspect his/her employment file at reasonable intervals during HTA's regular business hours to the extent allowed by law. If the employee delivers or causes to be delivered a signed, written release to the General Manager, inspection of the employee's file will be allowed as directed in such release.

5047.5 It shall be the policy of HTA to notify all employees of all adverse material (specifically including any material that would adversely affect their performance evaluation or promotability) placed in their personnel file.

5047.6 Documents bearing on the application of disciplinary actions as described in the MOU shall not serve as the basis for future disciplinary action after five (5) years from the date of the document provided that no subsequent disciplinary action concerning the same conduct has been issued to or taken against the employee. However, these documents may be used to show that HTA notified employees about performance and/or behavior problems.

5047.7 Employees shall be permitted to submit a written response to any materials in their personnel file. Such response shall be placed in the personnel file by HTA.

## **52.48. DISCIPLINARY ACTIONS**

5448.1 A permanent employee may be disciplined by, but not limited to, a verbal warning, a written reprimand, suspension without pay, demotion, reduction in pay, or permanent employment termination. HTA may only initiate a review of vehicle surveillance video due to documented events, accidents, incidents and complaints. Only HTA personnel involved in the investigation of an alleged accident, incident or complaint will review the vehicle surveillance video. However, with the employee's consent, HTA may share vehicle surveillance video with employees to inform them of safety issues on buses. In addition, HTA may review video tapes for route development purposes and yearly evaluations whenever HTA informs the employee in advance of the dates to be reviewed.

5448.2 Such employee shall have the right to appeal such an action other than a verbal warning and written reprimand in accordance with the procedures contained in Article 530. The procedures contained in this article are the exclusive procedures for taking and appealing disciplinary actions.

5448.3 Disciplinary actions will usually be imposed progressively, with the first violation incurring a verbal warning stating the reason therefore and the necessary corrective action. Similar violations thereafter will incur more severe penalties. Progressive discipline does not always require use of every form of disciplinary action prior to employment termination depending upon the severity of the offense.

5448.3.1 HTA recognizes the right of an employee to have a representative of that employee's choice present at any meeting called by a supervisor wherein disciplinary action, including but not limited to verbal warnings, might result. The representative will receive reasonable paid release time to attend the meeting.

5448.3.2 It is the supervisor's responsibility to inform the employee prior to the meeting that the meeting may result in disciplinary action.

- [5448.3.3](#) All violations will be judged on their own facts, and in cases involving serious violations, any type of disciplinary action, up to and including employment termination, may be imposed, whether or not the employee previously committed the same or similar acts or received a verbal warning or a written reprimand.
- [5448.4](#) Verbal warnings and written reprimands, which have not provided the basis for subsequent disciplinary action within six (6) months from the date of entry into an employee's personnel file shall not be used as a basis for any future disciplinary action.
- [5448.4.1](#) An accumulation of verbal warnings and/or written reprimands, some of which may be older than six (6) months, may lead to disciplinary action. The six month period shall be extended by the pendency of a criminal action involving that conduct.
- [5448.5](#) Except as set forth in Paragraph [5448.6](#) , any proposed disciplinary action which may result in employment termination, suspension without pay, demotion or reduction in compensation shall be set forth in writing to the employee at least seven (7) calendar days before the proposed effective date of the action, stating:
- [5448.5.1](#) A description of the proposed action and its effective date or dates;
- [5448.5.2](#) A clear and concise statement of the acts or omissions upon which the proposed action is based;
- [5448.5.3](#) A statement that a copy of the materials upon which the proposed action is based is attached or available for inspection upon request;
- [5448.5.4](#) A statement advising the employee of the right to respond before the effective date, either verbally or in writing, with or without a representative, to the appointing power proposing the action; and
- [5448.5.5](#) A statement that if no timely written request to respond is given by the employee, the General Manager may proceed to order action and the employee shall be deemed to have waived all rights to hearing or appeal from any action taken.
- [5448.5.6](#) Such notice shall be given by personal delivery or by certified mail. If such notice is sent by certified mail, it shall be deemed received no later than three (3) calendar days after the day stated on HTA's receipt for the certified mail.
- [5448.6](#) If an employee's actions clearly indicate that the employee's continued presence at the worksite would constitute a threat to property or to the health or safety of the public or persons employed by HTA, HTA may suspend the employee without pay prior to giving the notice referred to in Paragraph [5448.5](#) hereof. Such notice shall be given as soon as practicable thereafter.
- [5448.7](#) If the employee does not timely request in writing an opportunity to respond to a proposed disciplinary action, the General Manager may impose the proposed disciplinary action and the employee shall be deemed to have waived all rights to a pre-disciplinary response.
- [5448.8](#) If the employee requests an opportunity to respond to a proposed disciplinary action, he/she must do so in writing within seven (7) calendar days of having received written

notice of the disciplinary action. The Parties may mutually agree to extend the timeline for such response.

5448.8.1 A response meeting will be scheduled as soon as practicable, but in no event later than seven (7) calendar days, unless mutually agreed upon by the Parties, after receiving the employee's response described in Section 4854.8 above. The time and place of such meeting shall be agreed upon among the employee, his/her representative, and the General Manager, but if the parties are unable to agree, the time and place shall be set by the General Manager. If the meeting is scheduled after the effective date of the proposed action, the General Manager shall not take the proposed action until he/she has rendered a final notice of discipline after the response meeting.

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5448.8.2 At a time and place set for the meeting giving the employee opportunity to respond, the employee may respond orally and/or in writing, personally or by or with a representative. Neither the General Manager nor the employee shall be entitled to call witnesses or take testimony. At the meeting, the General Manager may consider information contained in the charges and recommendations and other information as well as information presented by the employee or his/her representative. If HTA introduces new information or advances a theory constituting a new ground as the basis for discipline, the General Manager shall issue a revised notice of proposed disciplinary action and grant the employee a reasonable continuance to copy materials and respond to these new matters.

5448.8.3 A final written order of disciplinary action resulting in employment termination, suspension without pay, demotion or reduction in compensation shall state the effective date of such action and the acts or omissions on which the action was based and shall be given to the employee as follows:

5448.8.3.1 If the employee has requested and participated in the response meeting provided for by Paragraph 5448.8, the General Manager shall issue and give a copy of such order to the employee within ten (10) working days of the conclusion of the response meeting. The General Manager shall also give the employee notice of the right to appeal pursuant to Article 5350.

5448.8.3.2 If the employee has not requested and participated in the response meeting provided for by Paragraph 5448.8, the General Manager shall issue and give a copy of such order to the employee within five (5) working days after the effective date of the order.

5448.8.4 If an employee is dissatisfied with the written order issued by the General Manager following a response meeting in which the employee has participated, he/she may appeal the order in accordance with Article 5350. The filing of an appeal does not stay the effective date of an order of disciplinary action.

5448.9 A copy of any proposed disciplinary action which concerns an employee represented by AFSCME shall be promptly transmitted to AFSCME's business office.

## 53.49. GRIEVANCE PROCEDURE



[5249.1](#) Intent: To equitably resolve employee grievances at the lowest level of administrative responsibility if possible, and to provide an orderly procedure for reviewing and resolving grievances promptly.

[5249.2](#) Definitions:

[5249.2.1](#) A "grievant" shall mean an employee or group of employees or the recognized employee organization filing a grievance.

[5249.2.2](#) A "grievance" shall mean a statement by a grievant that a controversy, dispute, or disagreement of any kind or character exists arising out of or involving interpretation or application of the terms of this agreement, or of a written rule, policy, or practice.

[5249.3](#) Procedures and Steps:

[5249.3.1](#) Step 1: Promptly, but in no event to exceed thirty (30) days following knowledge of the act or condition which is the basis of the complaint, the grievant may initiate a grievance by discussing the complaint in an informal conference with the supervisor with immediate administrative responsibility for the position to which the grievant is assigned, and the supervisor shall respond in writing to the employee at that time or within five (5) working days thereafter. The employee's failure to attempt to resolve the grievance at this step shall constitute grounds for dismissing the grievance.

[5249.3.2](#) Step 2: If the grievant is not satisfied with the written decision of the immediate supervisor, he/she may, within ten (10) working days after receiving the written decision of the immediate supervisor, appeal the grievance, in writing, to the General Manager. The written grievance shall include a statement of the problem, citing the relevant rule, procedure, or article of the MOU, and the recommended solution. The General Manager shall within ten (10) working days after receipt of the written grievance arrange a meeting with the immediate supervisor, the employee, and the employee's representative, if any, and within ten (10) working days thereafter give a written decision.

[5249.3.3](#) Step 3: If the grievant is dissatisfied with the decision of the General Manager, he/she may, within ten (10) working days, appeal the matter to the Appeals Panel as set forth in Article 52. If the question of appealability is raised by either party, such question shall be determined in the first instance by the Appeals Panel.

[5249.4](#) Extensions of Time: The time within which any action must be taken by this article may be extended by agreement of the parties.

[5249.5](#) Employee Organization Representation: All employees shall have the right of employee organization representation at each step of the grievance procedure.

[5249.5.1](#) Any individual employee or group of employees may represent themselves in presenting grievances. In such cases, a representative of the employee organization representing the positions held by such employees may be present and may bring to the attention of the parties any conflict between this agreement and the proposed adjustment of the grievance. However, during the grievance hearing, such representative shall not purport to represent the grievant

or attempt to persuade him/her to adopt a different position concerning the grievance.

5249.6 Copies to Employee Organization: Copies of employer decisions given at any step of the grievance procedure in any grievance shall be promptly delivered to the employee organization if it represents the grievant in the grievance.

4529.7 No Reprisals: No reprisals shall be invoked against any employee for initiating or participating in a grievance procedure.

5249.8 Release Time: Paid release time shall be provided to HTA employees for the time necessary to be absent from work to appear at the meetings provided for in Paragraph 5448.3 of this article. The General Manager shall grant reasonable paid release time to a grievant as may be necessary to investigate and process a grievance when such investigation and processing cannot be completed on ~~grievant's~~grievant's off-duty time.

#### **54-50. ARBITRATION OF APPEALS**

5350.1 Intent: It is the intent of this Article to provide a fair and orderly process by which appeals are to be administered.

5350.1.1 All remedies for resolving grievances and disciplinary actions, including third party mediation, appeal shall be exhausted before appealing under this article. Failure to exhaust such remedies shall be a waiver of the right to appeal.

5350.1.2 The time limits set forth herein shall be strictly enforced.

5350.2 An Arbitrator as selected under this Article shall serve as the person charged with, and responsible for, hearing such appeals as are provided for under these rules.

5350.3 Notice of Appeal: Notice of appeal shall be made in writing to the General Manager by the appellant or AFSCME within ten (10) calendar days of the receipt of either a written order for disciplinary action or a written decision of the General Manager regarding a grievance.

5350.3.1 Failure to comply with the notice requirements shall be a waiver of the right to appeal.

5350.3.2 The written notice shall include a statement of the facts of the appeal and the recommended solution in sufficient detail to enable the Arbitrator to understand the nature of the proceedings and the parties concerned, and shall have as attachments any and all relevant written information developed during the pre-appeal stages.

5350.4 Selection of Arbitrator: Within seven (7) calendar days of receipt of a notice of appeal, the party seeking the appeal shall request a list of seven (7) neutral persons to serve as Arbitrator from the Federal Mediation and Conciliation Service (FMCS).

5350.4.1 Within seven (7) calendar days after receipt of the list of names from FMCS, the General Manager and AFSCME or the employee representing himself/herself shall meet and select an Arbitrator from the list. If the parties are unable to agree on a name, the Arbitrator shall be selected by alternately striking a name from the list with the first option determined by a coin toss. The General

Manager shall notify the FMCS of the name of the Arbitrator and request the earliest available dates for the appeal hearing.

5350.4.2 Any costs of the service of the Arbitrator shall be shared equally by the parties.

5350.5 Hearing Procedure: The Parties shall work with the Arbitrator to schedule the hearing.

5350.5.1 The Arbitrator shall confirm the time and place of the appeals hearing in writing to the Parties. The Arbitrator shall be fully authorized and empowered to grant or refuse extensions of time, and to perform any and all other acts in connection with such proceedings that may be authorized by law or these rules.

5350.5.2 All hearings shall be closed to the public, except upon mutual agreement of the Parties that the hearing be open.

5350.5.3 The Arbitrator may administer oaths, subpoena and require the attendance of witnesses and the production of books or papers, and cause the depositions of witnesses to be taken in the manner prescribed by law for like depositions in civil cases in the Superior Court of California.

5350.6 Witnesses: A witness cannot be compelled to attend a hearing unless he/she resides in the County of Humboldt or within 100 miles of the place where the hearing is held.

5350.6.1 Witnesses are entitled to the same fees as are allowed witnesses in civil cases in the Superior Court of California. Each party shall pay fees to those witnesses it subpoenas.

5350.6.2 On request of a party, the Arbitrator shall exclude any witness not at the time under examination so that such witness cannot hear the testimony of the other witnesses; provided, however, that a party cannot be excluded, and an officer or employee designated by HTA or by its attorney or representative is entitled to be present to assist in the presentation of HTA's case.

5350.7 Evidence: Oral evidence shall be taken only on oath or affirmation.

5350.8 Each party shall have these rights:

5350.8.1 To present evidence relevant to the issues;

5350.8.2 To cross examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination;

5350.8.3 To impeach any witness regardless of which party first called the witness to testify; and

5350.8.4 To rebut the evidence against the party.

5350.9 Any party of record may be called and examined as if under cross-examination by any adverse party.

5350.10 The hearing need not be conducted according to technical rules relating to evidence and witnesses.

[5350.10.1](#) Any relevant evidence, including hearsay, shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions.

[5350.10.1.1](#) Provided however, that hearsay evidence, even though not objected to, shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

[5350.11](#) The rules of privilege shall be effective to the same extent that they are recognized in civil actions.

[5350.12](#) Irrelevant and unduly repetitious evidence shall be excluded.

[5350.13](#) A duplicate is admissible to the same extent as an original unless genuine question is raised as to the authenticity of the original or in the circumstances it would be unfair to admit the duplicate in lieu of the original.

[5350.14](#) The Arbitrator may take notice of and find as true without proof, any fact which may be judicially noticed by the courts of California.

[5350.15](#) In the conduct of any hearing, any informality in any proceeding or in the manner of taking testimony shall not invalidate any order, decision or rule made by the Arbitrator.

[5350.16](#) Either party may arrange for a stenographic reporter to record the proceedings. The cost of the stenographic reporter shall be at the expense of the requesting party or shall be shared equally by the Parties if each wants a written transcript of the hearing.

[5350.17](#) Employee Witnesses: Witnesses who are coach operators or extraboard coach operators may be permitted or required to attend an appeal hearing only when there are sufficient extraboard coach operators to replace such witnesses so that run schedules are not impaired.

[5350.17.1](#) Testimony by employees who are unable to attend due to scheduling may be submitted by deposition.

[5350.18](#) Paid Release Time: Reasonable leave without pay shall be granted to an appellant investigating or processing an appeal or giving or taking depositions in connection therewith.

[5350.18.1](#) Paid release time shall be provided by HTA to an appellant for time spent attending the hearing of the appeal.

[5350.18.2](#) Paid release time shall be provided to HTA employees who are witnesses at a hearing. Such paid release time will not be provided for any time before the witness is scheduled to testify or after the witness has completed his/her testimony and been excused.

[5350.19](#) Findings and Decisions: The Arbitrator should render his/her decision within thirty (30) days after the conclusion of the hearing.

5350.19.1 The decision shall contain a summary of the evidence, findings of fact and a statement of the reasons underlying the decision. A copy of the decision shall be sent to each of the parties.

5350.19.2 The decision of the Arbitrator shall be the final and binding administrative remedy to the extent allowed by law. A matter decided by the Arbitrator may not be resubmitted to the Arbitrator. Any petition to the courts to review a decision of the Arbitrator must be filed within the deadline set by law.

#### **55-51. NO IMPLIED WAIVER**

5451.1 If at any time either AFSCME or HTA elects not to assert its rights under any provisions of this MOU, in the event of a breach thereof, such lack of action in this respect shall not be construed as a waiver of any rights under the provisions of this MOU.

#### **56-52. INDEMNIFICATION**

5552.1 An employee has the right to indemnification by HTA for claims or judgments arising out of his/her HTA employment under the terms and conditions set forth in Sections 825 and following of the California Government Code, as amended.

5552.2 An employee has the right to be defended at HTA's expense, in civil actions and proceedings arising out of his/her HTA employment under the terms and conditions of Section 995 and following of the California Government Code, as amended.

5552.3 HTA reserves the right not to make payments for a claim until it is established that the injury arose out of an act or omission occurring within the scope of the employee's employment with HTA.

5552.4 HTA reserves the right not to pay punitive damages awarded against an employee.

#### **57-53. TRAINING DIFFERENTIAL**

5653.1 When coach operators train new coach operators "on-the-job," coach operators conducting such training shall be entitled to a Training Differential equal to \$3.50 (three dollars and fifty cents) for each working day which includes time spent by such coach operators engaged in such training.

5653.1.1 Employees who are "Certified Trainer/Instructors" will be paid \$3.00 per hour in addition to their regular rate of pay for all hours spent training new employees, performing driver evaluations and other training related duties as assigned them by HTA management.

5653.1.2 Employees who are "Certified Trainer/Instructors" with at least seven years' experience will be paid \$4.00 per hour in addition to their regular rate of pay for all hours spent training new employees, performing driver evaluations and other training related duties as assigned them by HTA management.

5653.2 Employees entitled to such differential shall complete and sign a "Driver Training Report" form within 10 (ten) working days of the last day of such training.

#### **58-54. POLYGRAPH EXAMINATION**

5754.1 No employee shall be compelled to submit to a polygraph examination and no disciplinary action shall be taken against an employee on the sole ground that he/she refused to submit to a polygraph examination.

5754.2 Unless otherwise agreed to in writing by the parties, no comment shall be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination, nor shall any testimony or evidence of any kind regarding an employee's offer to take or refusal to take or the results of a polygraph examination be admissible in any proceeding provided for by this MOU.

### **59-55 IMPASSE PROCEDURE**

5855.1 As used in this article, "impasse" means that HTA and AFSCME have reached a point in the meet and confer process where the differences in their positions are so substantial or prolonged that further meeting and conferring would be futile.

5855.2 Either party may declare that an impasse has been reached between the parties over matters within the scope of representation, whereupon either party may request the State Conciliation Service to provide a mediator to assist them in reconciling differences and resolving the controversy on mutually acceptable terms.

5855.2.1 In lieu of making such request, the parties may agree to attempt to resolve the impasse through some other procedure.

5855.3 If the State Conciliation Service is requested to provide a mediator, it shall be requested to send the parties a list of seven (7) possible mediators. Within five (5) working days after receiving the list, the parties must select a mediator and immediately notify the State Conciliation Service of the selection.

5855.3.1 If the parties are unable to agree on a mediator, each party may strike three (3) of the names submitted. The party declaring impasse shall have the first name strike, and thereafter the parties shall strike names alternately. The name remaining after each party has struck three names shall be the mediator. If HTA and AFSCME have mutually declared an impasse, the first option to strike shall be determined by lot.

5855.4 The mediator will meet forthwith with the parties and the meeting will be conducted under conditions determined by the State Conciliation Service. The mediator may take such other steps as he/she deems appropriate to persuade the parties to resolve their differences and arrive at a mutually acceptable agreement.

5855.4.1 However, all suggestions and recommendations of the mediator are advisory only, and neither party is required to accept such suggestions or recommendations or enter into an agreement with the other party based thereon.

5855.5 Any costs of the State Conciliation Service will be borne equally by the parties.

5855.6 At the conclusion of mediation or such other procedure as was agreed to by the parties pursuant to Paragraph 5754.2.1 hereof, if the impasse has not been resolved, either or both parties may take whatever action is permitted by law.

### **60-56 COPIES OF THE MOU**

5956.1 The Union shall provide each employee with a copy of this MOU.

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## **61-57. HTA RIGHTS**

- 6057.1** The rights of HTA derive from the Constitution and codes of the State of California. All rights of HTA not expressly waived in this MOU are reserved by and to HTA.
- 6057.2** The express and implied powers, rights, duties and responsibilities of HTA, such as the adoption of policies, rules, regulations and practices, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this MOU.
- 6057.3** HTA has and retains certain unilateral and exclusive rights, whether exercised or not, to operate, administer and manage its services and the work force performing those services.
- 6057.3.1** Such rights include but are not limited to, the right to determine the organization and purpose of HTA, the nature, quantity and quality of services to be offered to the public and the means, materials and personnel to be used; to introduce new or different methods or facilities; to change, increase or reduce personnel; to exercise control and discretion over HTA's organization and operation through its managerial employees; to establish and effect rules and regulations consistent with applicable law; to establish and implement standards of selection for employment and promotion; to direct its employees, assign overtime and schedule work; to determine the content of job classifications and specifications; to take disciplinary action; to relieve its employees from duty because of lack of work or funds or other reasons; to determine whether material shall be made or purchased or services contracted for and otherwise act to maintain efficient transit service to the citizens of Humboldt County.
- 6057.4** Governing Board retains its right, as provided in Section 3504.5 of the Meyers Milias Brown Act, to take whatever actions it deems appropriate during an emergency formally declared by the Board without first meeting and conferring with AFSCME. The determination of whether an emergency exists is solely within the discretion of Governing Board and is expressly excluded from any grievance or appeal procedure. Within ten (10) days after the Board formally declares that the emergency has ended, actions taken by the Board during such emergency may be grieved or appealed if subject to such procedures by the terms of this MOU.

## **62-58. MAINTENANCE OF OPERATIONS**

- 6458.1** The continued and uninterrupted provision of services to the public is of paramount importance. Therefore, neither AFSCME nor any person acting in its behalf nor any employee will cause, authorize, engage in, encourage or sanction a work stoppage, slowdown, concerted failure to report for duty, picketing against HTA (other than informational picketing on the employee's own time), or any other abstinence from full and faithful performance of the duties of employment.
- 6458.2** AFSCME agrees to instruct its members that employees who engage in any of the prohibited activities in Article **6458.1** above would be engaging in an act that is prohibited by this MOU.

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6458.3

If HTA has cause to believe that an employee has engaged in any activity prohibited by Paragraph 6458.1 of this article, HTA may subject the employee to disciplinary action, up to and including discharge from service, and/or take whatever other action it deems appropriate.

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However, HTA shall not lock out employees.

6458.4 An employee disciplined pursuant to Paragraph 6458.5 of this article may, at the first regularly scheduled meeting of Governing Board following the disciplinary action:

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6458.4.1 Appeal such discipline to the Governing Board.

6458.4.2 Appear in person, with or without representation.

6458.4.3 Present compelling and/or extenuating circumstances alleged to mitigate the violation of Paragraph 6458.1 of this article.

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6458.4.4 Be informed, after consideration by HTA Governing Board of such evidence, of the Board's final and binding administrative decision as to the affirmation, modification, or reversal of the discipline.

6458.5 An employee disciplined pursuant to Paragraph 6458.5 of this article has no right to appeal such discipline pursuant to Article 6350.

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### **63-59 CONCLUSIVENESS**

6259.1 AFSCME and HTA agree that during the negotiations which resulted in this MOU, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation. Unless allowed under Article 35 or Article 64, during the term of this agreement, HTA and AFSCME shall not be obligated to meet and confer on any matter within the scope of representation:

6259.1.1 Whether or not specifically referred to in this MOU;

6259.1.2 Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;

6259.1.3 Whether or not the matters were proposed and later withdrawn during negotiations; because this agreement sets forth the entire understanding of the parties.

6259.2 In the event of a conflict between a specific written provision of this agreement and a written rule, regulation or ordinance of HTA, the specific provision of this agreement shall prevail and such written rule, regulation or ordinance, insofar as it applies to employees represented by AFSCME, shall be physically amended to conform to the specific provisions of this agreement.

### **64-60 SEVERABILITY**

6360.1 If any provision of this agreement is held to be invalid or otherwise unenforceable under federal, state or local law or becomes invalid or inappropriate by virtue of changes in



such laws, the remaining provisions of this agreement shall not be affected, and the invalid, unenforceable or inappropriate provision shall be removed.

~~6360~~.1.1 If the removed provision concerned a matter within AFSCME's scope of representation, AFSCME and HTA will meet and confer with the intent of arriving at a replacement provision. Otherwise, AFSCME and HTA will meet and consult for the same purpose.

## **65-61. TERM OF MEMORANDUM OF UNDERSTANDING**

~~6461~~.1 On expiration of this MOU, the terms and conditions contained herein are not vested in the employees or AFSCME.

~~6461~~.2 The articles of this MOU shall become effective only after the MOU is ratified by both AFSCME and HTA. The term of this MOU is from July 1, ~~2015~~2021, or the date of ratification, whichever is later, to and inclusive of June 30, ~~2018~~2024 and any negotiation process for a successor MOU up to and including any impasse procedures.

~~64.3~~ ~~RETROACTIVITY: Wages as set forth in Appendix A shall take effect as of July 1, 2015. All benefits herein provided which require administrative changes shall be implemented as soon as practicable and with all deliberate speed. Except as otherwise provided, no provision of this MOU is retroactive.~~

~~641~~.4 EXTENSION: After expiration, this MOU may be extended by resolution of the Governing Board with the consent of AFSCME on a month-~~to-~~month basis. An extension of the MOU does not prohibit or guarantee wage retroactivity.

~~64.5~~ ~~PROVISIONS TO REOPEN NEGOTIATIONS: During the term of this MOU and with a thirty (30) day written notice to AFSCME, HTA reserves the right to reopen negotiations on all articles of the MOU in the event of either of the following:~~

~~64.5.1~~ ~~Transportation Development Act funds decrease in any fiscal year by 10% or more; or,~~

~~64.5.2~~ ~~HTA loses the contract with the City of Eureka for the operation of the Eureka Transit Service.~~

~~64.5.3~~ ~~AFSCME reserves the right to reopen negotiations on all articles of the MOU in the event that Transportation Development Act funds increase in any fiscal year by 10% or more.~~

~~64.5.4~~ ~~Both parties agree that provisions for a new classification, such as Part Time Employees, should be addressed in the MOU.~~

~~641~~.6 RATIFICATION: The provisions contained in this MOU were ratified by the membership of AFSCME Local 1684 and by the HTA Governing Board.

For AFSCME Local 1684:

For Humboldt Transit Authority:

~~/s/~~ \_\_\_\_\_

~~/s/~~ \_\_\_\_\_

Drew Redden, AFSCME Business Agent      Natalie Arroyo, HTA Chair

~~/s/~~ \_\_\_\_\_      ~~/s/~~ \_\_\_\_\_  
Cody Ferreira, AFSCME Negotiator      Jack Hughes, HTA Negotiator

~~/s/~~ \_\_\_\_\_      ~~/s/~~ \_\_\_\_\_  
~~Stephanie Groves~~ Elliselio Bosques, AFSCME Negotiator      Brenda Fregoso, Human Resource  
Manager

~~/s/~~ \_\_\_\_\_      ~~/s/~~ \_\_\_\_\_  
~~Todd Herriott, AFSCME Negotiator~~ \_\_\_\_\_      ~~/s/~~ \_\_\_\_\_  
Greg Pratt, General Manager

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**EFFECTIVE JULY 1, 2018**

Position	A	B	C	D	E	F	G	H
Shop Supervisor	\$27.29	\$28.65	\$30.08	\$31.58	\$33.16	\$34.82	\$36.56	\$38.39
Lead Mechanic	\$25.38	\$26.65	\$27.98	\$29.38	\$30.85	\$32.39	\$34.01	\$35.71
Senior Mechanic	\$24.30	\$25.52	\$26.79	\$28.13	\$29.54	\$31.01	\$32.56	\$34.19
Equipment Mechanic	\$22.58	\$23.71	\$24.90	\$26.14	\$27.45	\$28.82	\$30.26	\$31.78
Equipment Technician I	\$17.88	\$18.77	\$19.71	\$20.70	\$21.73	\$22.82	\$23.96	\$25.16
Equipment Technician II	\$20.31	\$21.33	\$22.40	\$23.52	\$24.69	\$25.93	\$27.22	\$28.58
Vehicle Service Worker	\$16.15	\$16.96	\$17.81	\$18.70	\$19.63	\$20.61	\$21.64	\$22.73
Vehicle Service Worker P/T	\$15.12	\$15.88	\$16.67	\$17.51	\$18.38	\$19.30	\$20.26	\$21.28
Cleaner/Janitor	\$15.29	\$16.05	\$16.85	\$17.70	\$18.58	\$19.51	\$20.49	\$21.51
Cleaner/Janitor (P/T)	\$14.31	\$15.03	\$15.78	\$16.57	\$17.39	\$18.26	\$19.18	\$20.14
Driver	\$16.15	\$16.96	\$17.81	\$18.70	\$19.63	\$20.61	\$21.64	\$22.73
Extraboard Driver	\$16.15	\$16.96	\$17.81	\$18.70	\$19.63	\$20.61	\$21.64	\$22.73
Extraboard Driver (P/T)	\$15.12	\$15.88	\$16.67	\$17.51	\$18.38	\$19.30	\$20.26	\$21.28

**EFFECTIVE JULY 1, 2019**

Position	A	B	C	D	E	F	G	H
Shop Supervisor	\$27.90	\$29.29	\$30.75	\$32.29	\$33.90	\$35.60	\$37.38	\$39.25
Lead Mechanic	\$25.95	\$27.25	\$28.61	\$30.04	\$31.54	\$33.12	\$34.78	\$36.52
Senior Mechanic	\$24.85	\$26.09	\$27.39	\$28.76	\$30.20	\$31.71	\$33.30	\$34.97
Equipment Mechanic	\$23.09	\$24.24	\$25.45	\$26.72	\$28.06	\$29.46	\$30.93	\$32.48
Equipment Technician I	\$18.28	\$19.19	\$20.15	\$21.16	\$22.22	\$23.33	\$24.50	\$25.73
Equipment Technician II	\$20.77	\$21.81	\$22.90	\$24.05	\$25.25	\$26.51	\$27.84	\$29.23
Vehicle Service Worker	\$16.51	\$17.34	\$18.21	\$19.12	\$20.08	\$21.08	\$22.13	\$23.24
Vehicle Service Worker P/T	\$15.46	\$16.23	\$17.04	\$17.89	\$18.78	\$19.72	\$20.71	\$21.75
Cleaner/Janitor	\$15.63	\$16.41	\$17.23	\$18.09	\$18.99	\$19.94	\$20.94	\$21.99
Cleaner/Janitor P/T	\$14.63	\$15.36	\$16.13	\$16.94	\$17.79	\$18.68	\$19.61	\$20.59
Driver	\$16.51	\$17.34	\$18.21	\$19.12	\$20.08	\$21.08	\$22.13	\$23.24
Extraboard Driver	\$16.51	\$17.34	\$18.21	\$19.12	\$20.08	\$21.08	\$22.13	\$23.24
Extraboard Driver P/T	\$15.46	\$16.23	\$17.04	\$17.89	\$18.78	\$19.72	\$20.71	\$21.75

**EFFECTIVE JULY 1, 2020**

Position	A	B	C	D	E	F	G	H
Shop Supervisor	\$28.52	\$29.95	\$31.45	\$33.02	\$34.67	\$36.40	\$38.22	\$40.13
Lead Mechanic	\$26.53	\$27.86	\$29.25	\$30.71	\$32.25	\$33.86	\$35.55	\$37.33
Senior Mechanic	\$25.41	\$26.68	\$28.01	\$29.41	\$30.88	\$32.42	\$34.05	\$35.75
Equipment Mechanic	\$23.61	\$24.79	\$26.03	\$27.33	\$28.70	\$30.14	\$31.65	\$33.23
Equipment Technician I	\$18.69	\$19.62	\$20.60	\$21.63	\$22.71	\$23.85	\$25.04	\$26.29
Equipment Technician II	\$21.24	\$22.30	\$23.42	\$24.59	\$25.82	\$27.11	\$28.47	\$29.89
Vehicle Service Worker	\$16.88	\$17.72	\$18.61	\$19.54	\$20.52	\$21.55	\$22.63	\$23.76
Vehicle Service Worker P/T	\$15.81	\$16.60	\$17.43	\$18.30	\$19.22	\$20.18	\$21.19	\$22.25
Cleaner/Janitor	\$15.98	\$16.78	\$17.62	\$18.50	\$19.43	\$20.40	\$21.42	\$22.49
Cleaner/Janitor P/T	\$14.96	\$15.71	\$16.50	\$17.33	\$18.20	\$19.11	\$20.07	\$21.07
Driver	\$16.88	\$17.72	\$18.61	\$19.54	\$20.52	\$21.55	\$22.63	\$23.76
Extraboard Driver	\$16.88	\$17.72	\$18.61	\$19.54	\$20.52	\$21.55	\$22.63	\$23.76
Extraboard Driver P/T	\$15.81	\$16.60	\$17.43	\$18.30	\$19.22	\$20.18	\$21.19	\$22.25

For my job.  
 For my family.  
 For my future.  
 I'm AFSCME STRONG  
 and I am standing with my  
 coworkers.



**AFSCME PEOPLE!**

**Earn MVP Rewards when you contribute.**

I hereby authorize my Employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County, and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O. Box 65334, Washington, DC 20035-5334, to be used for the purpose of supporting pro-worker candidates in federal, state and local elections. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount, and will not be favored or disadvantaged due to the amount of my contribution or refusal to contribute and that I may revoke this authorization at any time by giving written notice.

YES, I want to contribute the following amount to AFSCME PEOPLE

\$6.35 (if paid monthly)  \$4.20 (if paid bi-weekly)  OTHER \_\_\_\_\_  
 SELECT JACKET SIZE:  S  M  XL  2XL  3XL  4XL  jacket received  
 (jacket with contribution of at least \$100 per year)

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes. In accordance with federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned.

For office use only: \_\_\_\_\_ Received \_\_\_\_\_ Submitted To Employer \_\_\_\_\_

(Please print)

Name \_\_\_\_\_ Local # \_\_\_\_\_ AFSCME Council 57

Employee ID \_\_\_\_\_ Hire Date \_\_\_\_\_ Last four of SSN # \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone\* \_\_\_\_\_

Employer \_\_\_\_\_

Occupation \_\_\_\_\_ Dept. \_\_\_\_\_

Work Address \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Email \_\_\_\_\_ Yes, sign me up for:

Work Email \_\_\_\_\_  Text alerts (message & data rates may apply)  
 Email updates

\*By providing my cell phone number, I understand that the Union and its affiliates may use automated calling technology to call my phone on a regular basis. The Union will never charge for text message alerts; carrier message and data rates may apply to such texts.\*

**AFSCME Membership**

I hereby apply for membership in Local \_\_\_\_\_ of AFSCME Council 57 (hereafter referred to as the "Union") and I agree to abide by its Constitution and Bylaws. By this application I authorize the Union, and its successor or assign, to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my paycheck the amount of dues certified by the Union, and as they may be adjusted periodically by the Union. I further authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the memorandum of understanding or collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter, unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period; provided however, that any conflicting membership and deduction provisions of the applicable governing body and memorandum of understanding or collective bargaining agreement supersede the provisions of this agreement, and if the applicable memorandum of understanding or collective bargaining agreement specified a different or longer annual revocation period, then only that other period shall apply. The applicable memorandum of understanding or collective bargaining agreement is available for review upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment. Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Confirmed on Employer List \_\_\_\_\_

VUE  Entered  New Member  Status Change  Enterprise