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# SMART

## SHEET METAL, AIR, RAIL & TRANSPORTATION
## UNION TRANSPORTATION DIVISION

# MEMORANDUM OF UNDERSTANDING

JULY 1, 2025 – JUNE 30, 2028

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# MEMORANDUM OF UNDERSTANDING BETWEEN THE SHEET METAL, AIR, RAIL & TRANSPORTATION UNION TRANSPORTATION DIVISION (SMART), A RECOGNIZED EMPLOYEE ORGANIZATION, AND THE CITY OF GARDENA, FOR THE PERIOD JULY 1, 2025 TO JUNE 30, 2028

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# MEMORANDUM OF UNDERSTANDING
# BETWEEN THE
# SHEET, METAL, AIR, RAIL & TRANSPORTATION UNION TRANSPORTATION DIVISION (SMART),
# A RECOGNIZED EMPLOYEE ORGANIZATION,
# AND THE CITY OF GARDENA
# FOR THE PERIOD OF JULY 1, 2025 TO JUNE 30, 2028

## RECOGNITION

The City of Gardena (hereinafter "CITY") hereby recognizes the SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS UNION, TRANSPORTATION DIVISION (hereinafter "SMART" or "Union") as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all employees in the bargaining unit described as Bus Operators, Relief (Part-Time) Bus Operators, and Relief Bus Operator Trainee.

This recognition is in accordance with applicable federal, state, and local laws and regulations governing public sector labor relations.

## PREAMBLE

The undersigned representatives of SMART and the CITY hereby agree that this Memorandum of Understanding, hereinafter referred to as "MOU" supersedes any previous memoranda of understanding governing the wages, hours, terms, and conditions of employment for the employees in the hereinafter-described representation unit; however, all existing past practices that are not in conflict with the express terms of this MOU shall remain in full force and effect unless modified by mutual agreement of the parties.

A. As and to the extent required by, and only for the purpose of, the Meyers-Milias-Brown Act, the CITY has recognized SMART as the exclusive representative of the employees, as hereinafter defined. Nothing in this MOU shall be construed as constituting an acknowledgement by the CITY that any work is or may become the exclusive right of any employee or classification of employees represented by SMART.

B. As used in this MOU, the terms "employee" and "employees" refer, individually and collectively, to those persons at the City's facilities for whom SMART has been recognized as the representative. For the purpose of identification only, such persons are described as those persons, if any, as assigned in the current City Classification and Compensation Plan.

C. The following are specifically excluded from SMART representation. Additionally, it is understood and agreed by the parties hereto that such category of employees shall not be hired or retained by the CITY for the sole purpose of replacing or eliminating full-time positions:

   1) Any employee designated as temporary, or provisional, except those employees already represented by SMART when appointed to such position.

   2) Any employee whose salary is fifty percent (50%) or more paid by any Grant fund.

D. **THIS MOU IS SUBJECT TO RATIFICATION BY THE MEMBERSHIP OF THE UNION AND THE CITY COUNCIL OF GARDENA**

   1) The parties to this MOU agree to perform whatever acts are necessary, both jointly and separately, to urge the members of SMART and the City Council of the City of Gardena to approve this MOU.

   2) Following ratification by the affected employees, the MOU shall be submitted to the City Council for approval and adoption.

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3) Following approval of this MOU by the City of Gardena City Council, its terms and conditions shall be implemented by appropriate ordinance, resolution or other lawful action.

Accordingly, the CITY and SMART do hereby agree to the terms and conditions stated herein.

## ARTICLE 1. CLASSIFICATION PLAN

### SECTION 1. CLASSIFICATION PLAN CHANGES

**A.** Should any new classification be created or existing classification be modified and such new or modified classification is intended to perform activities normally performed by members of SMART, the parties shall meet and confer with respect to the job description and appropriate pay rate for such classification provided that such new or modified classification is a class represented by SMART.

### SECTION 2. POSITION VACANCIES

**A.** City job vacancies shall be advertised on NEOGOV and qualified employees are encouraged to apply. Employees who wish to apply shall do so using the automated application process. Notice of all city job vacancies shall be emailed to "All Personnel" and posted on all department bulletin boards. Job vacancy notices shall include the job title, a brief description of the required duties, the minimum qualifications of the position, pay rate, and City benefits. Only those applicants who meet the minimum qualifications and pass each component of the testing process shall be considered for the position.

## ARTICLE 2. COMPENSATION

### SECTION 1. SALARY

#### A. BASIS FOR ESTABLISHING SALARY RANGES (SALARY SURVEY)

1) The CITY and SMART agree to work cooperatively to bring all salaries to a benchmark standard as quickly as possible within the City's ability to pay and sustain such while ensuring the delivery of quality public services.

2) The CITY and SMART shall conduct a joint salary survey by way of a mutually agreed upon procedure using the following jurisdictions for comparison: Culver City, Montebello, Norwalk, Torrance and Santa Monica.

3) For purposes of the survey, the position specification, i.e. job description as well as minimum qualifications and all such other duties/assignments carried out by each covered employee, above and beyond those specified in such position specification, i.e. job description, shall be considered in determining comparability.

4) All SMART represented classifications will be benchmarked and/or surveyed and for purposes of this Article, salary shall mean the base pay rate at salary schedule and step, exclusive of any other compensation or benefits.

#### B. SALARY ADJUSTMENTS

1) July 2025 One-Time Stipend: In the first full pay period following approval and adoption of this Agreement, all full-time bus operators shall receive the value of ten percent (10%) of base salary as to the employee's specific salary step, excluding any Senior Pay Bonus or other premiums. Probationary full-time bus operators at the time of approval and adoption of this Agreement will only receive the stipend if and when they successfully complete probation. Bus operators hired after approval and adoption of this Agreement will not be eligible for the one-time stipend.

2) July 2026 Cost-of-Living Adjustment: Each affected employee covered by the terms of this Agreement shall receive a cost-of-living adjustment to base salary of three percent (3.0%). Such

cost-of-living adjustment shall apply to the employee's salary schedule and step only, excluding any Senior Pay Bonus or other premiums. The salary adjustment shall be effective the first full pay period in July 2026.

3) July 2027 Cost-of-Living Adjustment: Each affected employee covered by the terms of this Agreement shall receive a cost-of-living adjustment to base salary of three percent (3.0%). Such cost-of-living adjustment shall apply to the employee's salary schedule and step only, excluding any Senior Pay Bonus or other premiums. The salary adjustment shall be effective the first full pay period in July 2027.

**C. SALARY SCHEDULE**

1) **RATES OF COMPENSATION:** Except as hereinafter specifically provided, and subject to the other provisions of this MOU, each affected employee shall be entitled to receive, and shall be paid at the applicable rate or rates of compensation as prescribed for the class in which his/her position is designated as set forth in the current Classification and Compensation Plan.

2) **ADVANCEMENT IN PAY STEPS:** Advancement of employees from the minimum to the maximum rate of compensation for the respective classes is generally divided into six (6) steps, as set forth in the current Classification and Compensation Plan, with said steps interpreted and applied as follows:

(a) The first step, Step 1, is a minimum rate and will normally be the hiring rate for each class within the classification plan.

(b) An employee will move to Step 2 upon satisfactory completion of the probationary period.

(c) Progression from Steps 2 through 6 shall be upon completion of one (1) year of service on each step. Thus, normal progression from Step 1 through Step 6 should require a period of five (5) years.

(d) Promoted employees shall be appointed to the appropriate pay step. If promoted to Step 1, an employee will move to Step 2 upon satisfactory completion of the promotional probationary period. Alternatively, if the employee is appointed to a higher rate than Step 1, the employee shall progress to the next pay step upon completing one (1) year of service on the appointed step.

(e) Employees who have been absent from city service without pay or on paid sick leave in excess of one-hundred and sixty (160) hours may, as determined by the Human Resources Officer, be extended on such pay step for a period not to exceed the term of such absence.

(f) Advancement in pay steps shall be effective on the first day of the pay period following eligibility to receive such pay advancement. The City shall have the discretion to authorize a different effective date when necessary (e.g., following an extended leave of absence).

**SECTION 2. PROBATION AND SENIORITY**

**A.** Newly hired employees shall be considered on a probationary trial basis for twelve (12) months from the date of hire. Promoted employees shall serve a minimum probationary period of six (6) months from date of appointment.

**B.** During the probationary period, such employees shall be entitled to all rights and privileges under this MOU, except with respect to discharge. Such employee may be terminated at any time during the probationary period with no recourse whatsoever.

1) If the employee satisfactorily completes the probationary period and receives permanent employment, seniority shall be effective as of the original date of employment, but time served in a part-time, provisional, temporary or acting position will in no event be credited to seniority.

**C.** Seniority shall mean length of continuous service with the City in a full-time position regardless of classification or assigned department except that an employee shall lose all seniority rights for any of the following reasons: voluntary resignation, discharge for cause or layoff for a continuous period of two years or more.

1) Seniority between affected employees in the same classification shall be determined in the following order:

i. By the date of most recent appointment to the classification;

ii. If affected employees were appointed to the classification on the same date, then by numerical ranking on their most recent eligibility list for the classification; or

iii. Date of original hire.

**D.** Extension of Probation: If the Director of Transportation or his/her designee has any concerns during the probationary period regarding the appointment of the probationary employee to the position, the Director of Transportation or his/her designee may extend the established probationary period by up to a six (6) month period. The extended probationary period must be confirmed in writing prior to the end of the probationary period. Pursuant to State and Federal Law and City policy, the probationary period may also be extended due to the probationary employee's use of protected or unprotected leave or modified duty status; for any leave or modified duty status which lasts more than two weeks, probation will be extended by the corresponding amount of time.

## SECTION 3. BONUS PAY

### A. SERVICE RECOGNITION

1) **SENIOR PAY BONUS:** Employees hired prior to July 1, 2002 shall receive a "Senior Pay Bonus" per the schedule in Exhibit "A." The Senior Pay Bonus (SPB) is in recognition of continuous service to the city during the years when financial uncertainty prohibited the city from giving employees pay increases.

a) The SPB shall not be increased beyond the amounts set forth in Exhibit "A" except as stated for cumulative years of service in each category. Advancement to a higher position classification shall not modify the range of the SPB paid to each employee.

b) If an employee hired prior to July 1, 2002 leaves the city service and subsequently is rehired, the new date of hire shall be the determining date and the employee will therefore not be eligible for the SPB, but shall be eligible for Longevity Pay and the Continuous Service Bonus as stated in this section.

2) **CONTINUOUS SERVICE BONUS AND LONGEVITY PAY:**

a) Employees hired July 1, 2002 and thereafter shall receive a Continuous Service Bonus (CSB) on their five-year (5) anniversary of continuous satisfactory service to the City as a full-time permanent employee. The CSB shall be paid as follows and shall be included in the employee's first regular paycheck following the anniversary date of permanent appointment according to the following schedule:

(i) **Five (5)** **$ 500.00 (one-time, lump payment)**

b) Effective the first full month following approval and adoption of this Agreement, employees hired July 1, 2002 and thereafter shall receive Longevity Pay following their ten (10) year anniversary. Longevity Pay will be effective the first full pay period following the employee's anniversary, and will be included in bi-weekly installments.

(i) Ten (10) $100/monthly

(ii) Fifteen (15) $150/monthly

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(iii) Twenty (20) $200/monthly

c) If any employee leaves the city services and is subsequently rehired, the new date of appointment to full-time permanent status shall be the date for future anniversary dates.

d) Service Recognition Bonuses are reportable to the extent permitted by CalPERS.

**B. BILINGUAL BONUS PAY**

1) Employees who are responsible for bilingual interpretation, and whose use of a language other than English is of significant benefit to city operations as determined by the department head and Human Resources Officer, shall receive Bilingual Bonus pay according to the following rules.

a) To qualify for Bilingual Bonus pay, an employee must have completed probation and successfully passed a language proficiency test that is job related to his/her duties and responsibilities. The Human Resources Officer shall determine the languages that will be tested and the method of testing and may require a verbal and/or written test based on the employee's work assignment.

b) If called upon to do so, employees who are paid a Bilingual Bonus must assist with oral or written translation in any city operation. If it is determined that an employee does not use his/her bilingual skills as required in city service, the Human Resources Officer may determine that the employee is no longer eligible to receive Bilingual Bonus Pay.

2) The Human Resources Officer may require that each employee re-test and successfully pass an annual language proficiency test in order to remain eligible for the Bilingual Bonus.

3) The CITY shall pay each approved full-time employee a Bilingual Bonus of thirty-eight dollars and seventy-five cents ($38.75) per pay period and each approved part-time employee a Bilingual Bonus of fourteen dollars and forty-four cents ($14.44) per pay period as long as the employee remains eligible for this bonus. Bilingual Bonus Pay shall commence the first pay period following certification of eligibility by the Human Resources Office.

4) Bilingual Bonus Pay will be reportable to the extent permitted by CalPERS.

**C. ACTING TIME COMPENSATION**

1) When making an "Acting Time" assignment, a department head shall consider all eligible employees in determining the assignment. Compensation for "Acting Time" shall be made by official designation by the department head whenever an employee is assigned to work in a higher classification for a period of five (5) consecutive working days or a total of forty (40) consecutive working hours. All assignments for Acting Time shall be pre-authorized by the department head and initiated by the completion of the appropriate Personnel Action Form (PAF) and approved by the Human Resources Officer.

2) Acting Time in Non-Management Classifications: Compensation for Acting Time in a Non-Management position shall be in an amount equal to five percent (5%) above the employee's regular base pay including any applicable Senior Pay Bonus for all hours actually worked and shall be paid retroactive to the third (3rd) day of Acting in the assigned classification. If the employee continues acting in the higher position longer than twelve (12) continuous weeks and the employee is deemed to be fulfilling the total responsibilities of the higher position, the employee shall be paid at the appropriate higher salary schedule at the lowest step, which provides the employee pay at a rate not less than five percent (5%) above his/her regular salary schedule and step and any applicable Senior Pay Bonus.

3) Acting Time in Management Classification: Compensation for Acting time in a management position shall be granted whenever an employee is assigned to work in a management position for a period of five (5) consecutive working days, forty (40) consecutive working hours, or for a

cumulative ten (10) days or eighty (80) hours in a fiscal year. Acting Pay shall be in an amount equal to five percent (5%) above the employee's regular base salary plus Senior Pay Bonus and will commence on the day following the satisfying of the qualification time in the Acting position. If the employee continues acting in the management position for thirty (30) continuous working days and the employee is deemed to be fulfilling the total responsibilities of the management position, the employee shall receive salary at the appropriate management salary schedule at the lowest step which provides the employee pay at a rate not less than five percent (5%) above his/her regular salary schedule and step and any applicable Senior Pay Bonus.

An employee assigned to work in a management position for thirty (30) continuous working days, or longer, shall not be entitled to any management benefits, unless approved by the Human Resources Officer.

4) Employees who are paid at the higher salary schedule in an Acting position (non-management or management) shall continue to receive advancement in pay step at the same interval as received in the employee's regular classification as set forth in Article 2, Section 1(C)(2).

**D. WORKWEEK**

1) Unless otherwise noted, a workweek is the consecutive one-hundred and sixty-eight (168) hours from 12:01 a.m. Sunday to 12:00 a.m. (midnight) on Saturday.

**SECTION 4. SPECIAL ALLOWANCES**

**A. MILEAGE ALLOWANCE**

1) An employee required to use his/her personal vehicle in the performance of duties as an employee of the City shall receive compensation for use of his/her personal automobile at the established IRS rate for mileage reimbursement. Such rate shall be reviewed periodically and adopted by administrative policy.

2) Such reimbursements will be made upon presentation of proper documentation which shall indicate to the satisfaction of the Department Head the number of miles traveled for which reimbursement is sought, the date on or between which use was made, and the specific or general occasion or service which necessitated such use.

**B. SPECIAL PAYS**

1) Special pays shall be processed as part of the employee's regular bi-weekly paycheck and shall be paid in the pay period following the approval of the special pay request, unless otherwise determined by the CITY. This includes, but is not limited to: SDI reimbursement, bilingual pay, acting pay, vacation and other leave pay-offs.

2) **SPECIAL ONE-TIME BUY-BACK OPTIONS:** From time-time the City may at the City's initiation allow employees to cash in leave balances for pay. No employee shall be required to participate in such option. These special one-time buy-back opportunities shall be processed as part of the regular bi-weekly payroll and will follow the employee's direct deposit and W-4 selections.

## ARTICLE 3. SUPPLEMENTAL BENEFITS

**SECTION 1. EDUCATIONAL REIMBURSEMENT**

**A.** The CITY encourages and supports educational programs which provide employees the opportunity for personal career development and directly benefit the CITY by increasing the technical and managerial competency of its staff. Toward this end, the CITY offers reimbursement

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of the cost of required tuition, text, certain materials and fees for approved courses that are directly related to the employee's present position or promotion within the City. Courses must be from an accredited college, university, Certificate or credentialing program that is of benefit to the City.

In addition, the City shall have the sole discretion to approve reimbursement for required curriculum coursework towards a job-related certificate or credentialing program. Attendance at conferences and seminars are excluded from reimbursement.

Eligibility for educational reimbursement is limited to full-time permanent City employees and shall be requested and approved according to standard procedures established by the Human Resources Officer.

The maximum reimbursement per employee per fiscal year shall be two-thousand five hundred dollars ($2,500.00).

**SECTION 2. RETIREMENT**

**A. CALPERS CONTRACT:** The CITY shall contract with the state California Public Employees Retirement System (CalPERS) to provide retirement benefits. The cost of CalPERS Retirement benefits is based on formulas set by CalPERS and includes two rates:

1) The Employer Contribution Rate, paid by the CITY and the Member (employee) pursuant to the agreement to cost-share. CalPERS reviews the Employer rates yearly and may adjust rates based on actuarial valuation.

2) The Member (employee) Contribution Rate, paid entirely by the employee through payroll deduction. The full Member (employee) Contribution Rate shall be set by CalPERS.

3) Each Member through a payroll deduction shall pay the Member (employee) Contribution Rate as set by CalPERS and an additional retirement contribution percentage as cost sharing. Classic CalPERS Members and PEPRA Members shall pay an additional 3% as cost sharing. The cost sharing contribution shall be paid by the employee on a pre-tax basis up to the extent permitted by the law.

**B. The PUBLIC EMPLOYEE PENSION REFORM ACT (PEPRA)** implemented new benefit formulas and final compensation period, as well as new member contribution requirements for new employees hired on or after January 1, 2013 who meet the definition of “new member” under PEPRA.

1) CALPERS ENROLLMENT DATE: Whenever a new employee is hired by the City their status as a “Classic Member” or “PEPRA Member” will be determined by CalPERS.

2) As defined by PEPRA, a new member includes:

   a) A member who joined CalPERS prior to January 1, 2013, who, on or after January 1, 2013 is hired by a different CalPERS employer following a break in service of more than six months.

   b) A new hire who joined CalPERS for the first time on or after January 1, 2013, and who has no prior membership in another California public retirement system.

   c) A new hire who joins CalPERS for the first time on or after January 1, 2013, and who was a member of another California public retirement system prior to that date, but who is not subject to reciprocity upon joining CalPERS.

3) “Pensionable Compensation” (PC), as established by PEPRA, delineates the pay categories that must be reported to CalPERS as income that contributes to the calculations of the employee’s retirement benefit. PC must be reported when earned and paid on the employee’s regular paycheck. Should the payment of any benefit negotiated herein conflict with this, the CITY shall notify SMART prior to modifying how the benefit is to be paid. (§20160, §20636 G.C.)

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**C. CLASSIC CALPERS MEMBERS**

1) This classification is a CalPERS determination and shall be applied according to their definition.

2) "Classic" Miscellaneous Membership benefits per the CITY's contract with CalPERS shall be as follows as applicable by law:

   a) Miscellaneous Member "2.0 at 55" formula (§21354 G.C.).

   b) 1959 Survivor Benefit Level 3 (§21570 et seq. G.C.).

   c) One Year Final Compensation (§20042 G.C.).

   d) Unused Sick Leave Conversion (§20965 G.C.).

   e) Member (Employee) Contribution Rate as set by CalPERS (§7522.30 G.C.).

**D. PEPRA CALPERS MEMBERS**

1) This classification is a CalPERS determination and benefits shall be provided according to the PEPRA definition.

2) A new CalPERS member's initial member contribution rate will be at least fifty percent (50%) of the total normal cost rate for their defined benefit

   a) Miscellaneous Member "2.0% at 62" formula (§7522.20 G.C.).

   b) 1959 Survivor Benefit Level 3 (§21570 et seq. G.C.).

   c) Three Year Final Compensation (§7522.32 G.C.)

   d) Unused Sick Leave Conversion (§20965 G.C.).

   e) Member (Employee) Contribution Rate based on Pensionable Compensation (§7522.30 G.C.)

**E. TRANSIT EMPLOYEES**

1) Transit employees hired prior to January 1, 2013 shall be classified as "Classic Members".

2) Transit employees hired on or after January 1, 2013 through December 29, 2014 shall be classified as "Classic Members" and will retain their classic membership benefits for this period of time. Transit employees hired on or after December 30, 2014 shall be classified as "PEPRA Members".

**SECTION 3. HEALTH INSURANCE**

**A. COMPREHENSIVE HEALTH PLAN**

1) The CITY shall provide a comprehensive health benefit plan, including medical, hospitalization, dental, optical, and prescription, to all affected employees and their dependents.

2) The CITY shall meet and confer with SMART as part of the Health Benefit Committee prior to implementing benefit changes in the approved plan.

**B. INTERNAL SERVICE FUND (ISF)**

1) The CITY shall maintain an Internal Service Fund (ISF) for all premiums due and payable on a monthly basis by the CITY and employee contributions made pursuant to this MOU. All interest income produced by the ISFH trust account balance shall remain in the account and available for this exclusive use.

**C. COST OF HEALTH INSURANCE**

1) The CITY will pay the two-party premium for coverage of affected full-time permanent employee plus one (1) dependent based on the City's self-funded health insurance plan rate. This amount

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will be paid to the approved health insurer or into the ISFH trust account for exclusive use in the ISFH program.

2) Employees with family coverage (i.e. two or more dependents) shall make co-payments through payroll deduction to cover any differential in premium costs to the CITY for such coverage. The CITY shall maintain a "Section 125" plan allowing employees to utilize pre-tax dollars for their contributions. Coverage will cease upon non-payment of premium or if payment is not received in a timely manner. The City will provide affected employees with sixty (60) days' notice and grace period to cure prior to exercising the discretion to terminate coverage. Premiums may be paid from available catastrophic leave donations.

3) Employees who are on an approved, protected leave will receive CITY-paid health benefit as outlined above in Item C.1. Employer-paid health coverage will cease upon exhaustion of protected leave and employee is on unprotected, unpaid leave of absence.

**D. POST RETIREMENT HEALTH INSURANCE COVERAGE**

1) **TIER 1:** Employees hired before July 1, 2002 and meet the minimum requirements listed below shall receive, and continue to receive after the termination of this MOU, paid health insurance benefits based on the formula set forth below:

   a) Any affected employee who is at least fifty-five (55) years of age, and elects a service retirement from the City, shall receive paid health insurance coverage for the retired employee and his or her dependent up to the City's self-funded health insurance plan rate for two-party premium if the employee completed thirteen (13) years of full-time service with the City, was enrolled in any of the City's health insurance plans for a total of thirteen (13) years of service, and actually commences to receive CalPERS retirement benefits.

2) **TIER 2:** Employees hired on or after July 1, 2002 and meet the minimum requirements listed below shall receive, and continue to receive after the termination of this MOU, paid health insurance benefits based on the formula set forth below:

   a) Any affected employee who is a Classic CalPERS employee, who is at least fifty-five (55) years of age, and elects a service retirement from the City, shall receive paid health insurance coverage for the retired employee up to the City's self-funded health insurance plan rate for single party premium if the employee completed twenty (20) years of full-time service with the City, was enrolled in any of the City's health insurance plans for a total of twenty (20) years, and actually commences to receive CalPERS retirement benefits. Such Classic employee shall bear any differential premium cost of coverage for an additional party (i.e. spouse). The differential is the difference between the one-party and two-party premium) compared to the prior plan year.

   b) Any affected employee who is a PEPRA CalPERS employee, who is at least sixty-two (62) years of age, and elects a service retirement from the City, shall receive paid health insurance coverage for the retired employee up to the City's self-funded health insurance plan rate for single party premium if the employee completed twenty (20) years of service with the City, was enrolled in any of the City's health insurance plans for a total of twenty (20) years, and actually commences to receive CalPERS retirement benefits. Each PEPRA employee shall bear any differential premium cost of coverage for an additional party (i.e. spouse). The differential is the difference between the one-party and two-party premium. The year the employee retires will be the base year in which the rate differential described above is established, the rate after the base year is established shall be adjusted downward or upward by half the City's rate change (difference between one-party and two-party premium) compared to the prior plan year.

3) **TIER 3:** Employees hired on or after July 1, 2021 who meet the minimum requirements listed below shall receive the allotted health insurance coverage for the retired employee based on the City's self-funded health insurance plan rate for single party premium.

a) Twenty (20) years of full-time service with the City receives seventy-five percent (75%) of the single party rate; or

b) Twenty-five (25) years of full-time service with the City receives one-hundred percent (100%) of the single party rate; and

c) Enrollment in any of the health insurance plans offered by the City for the minimum required years of service; and

d) Age fifty-five (55) years or sixty-two (62) years for full CalPERS service retirement; and

e) Tier 3 retiree coverage shall terminate upon the date retiree becomes Medicare eligible or death of the retiree, whichever occurs first.

4) Years of Service

a) Premium Split Option Participants – The time an employee participates in the Premium Split Option Plan will not count towards time required to meet 'years of full-time service with the City'.

b) Waiving Health Coverage – A full-time employee who waives health coverage and does not have the ability to participate in the Premium Split Option Plan, will have the opportunity to have their service time count towards 'years of full-time service with the City' for the purpose of Post-Retirement Health Insurance Coverage benefit.

5) The amount of the City's contribution shall be set at the same level as the amount for active employees unless the retiree is Medicare eligible in which case the City's contribution, if applicable, shall be at the Medicare rate. Upon the effective date of Medicare coverage, the City's health insurance plan coverage would be the secondary benefits payor and Medicare would be the primary benefits payor to the extent permitted in the City's Plan Document and Summary Plan Description.

Any required premiums and/or co-payment for active employees will also be required for non-Medicare eligible retirees. When applicable, this benefit shall accrue to the spouse upon death of the employee who is insured under this provision.

**E. MEDICARE:** Tier 1 and Tier 2 retired employee who becomes eligible for coverage under Medicare and/or comparable governmental program shall thereupon no longer receive the full benefits available under the City's Health Insurance Plan but instead shall receive, at the CITY's expense, supplemental health insurance coverage equal to the difference between the coverage available under the City's Plan and the coverage available through Medicare and/or comparable governmental program. Failure to enroll in Medicare upon eligibility shall result in loss of post-retirement health insurance coverage.

**F. COBRA:** Any covered employee who retires from the city, or otherwise separates from city service with less than the minimum requirements specified in Section D. of this Section shall be offered the opportunity to continue his/her participation in their group health insurance in effect at the time of such separation as provided for in the Consolidated Omnibus Reconciliation Act (COBRA). The cost of such participation by such separated employee shall be borne by the employee and paid directly to the health insurance carrier.

**G. HEALTH SAVINGS ACCOUNT:** During the term of this MOU, the City and SMART shall work towards the establishment of a Health Savings Account for full-time and part-time employees.

## SECTION 4. LIFE INSURANCE

**A.** The CITY shall provide a total of forty-thousand dollars ($40,000) of life insurance coverage for each full-time, regular employee under the following policies:

1) Term Life Insurance, including Accidental Death and Dismemberment (AD&D) coverage, in the amount of twenty-thousand dollars ($20,000) for all eligible employees; and

2) Group Life Insurance in the amount of twenty-thousand dollars ($20,000) as part of the City's Health Insurance Plan for full-time employees enrolled in a health plan offered by the City.

**SECTION 5. EMPLOYEE SICK LEAVE**

**A. SICK LEAVE EARNED:** Ten (10) hours of paid sick leave shall be earned for each calendar month or major fraction thereof of employment by all full-time probationary and permanent employees and shall be credited to the employee based on the employee's pay rate at the time the sick leave is earned.

**B. SICK LEAVE USED:** Sick leave used (i.e., days off work on sick leave status) shall be at the employee's rate of pay at the time the sick leave is used. The employee shall continue to accrue sick leave at his/her rate of pay at the time that the sick leave is earned.

**C. SICK LEAVE DEFINITION**: Sick leave is an insurance or protection provided by the City to be granted to employees in circumstances of adversity to promote the health and welfare of the individual employee. It is not an earned right to take time off from work. Sick leave is defined as the absence from duty of an employee because of an illness, injury, or pregnancy, or to attend to the illness or injury of a family member; or, for an employee or family member who is a victim of violence, domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a). Family members include the employee's parent, parent-in-law, sibling, spouse, domestic partner, child, child of domestic partner, grandparent, grandchild, or designated person. A designated person is a person identified by the employee at the time the employee requests sick leave. The employee is limited to one designated person per 12-month period.

**D. CONVERSION OF SICK LEAVE:** All unused sick leave shall accrue from year to year on an unlimited basis except that after five (5) years of continued service, an employee may convert unused sick leave to cash or time off, subject to the following conditions:

1) Conversion, whether to cash or "time off," shall be on the basis of one half (½) day for each full day of unused sick leave. The "time off" option shall be at the employee's option with the approval of his/her department. Conversion to cash shall be at the employee's current pay step, plus any applicable Senior Pay Bonus, at the time of cash out.

2) No conversion shall be made until the employee has accrued more than ninety-six (96) hours unused sick leave; nor shall any conversion be permitted which will reduce the number of hours accrued below ninety-six (96) hours.

3) Any employee who meets the above conditions may convert not more than eight (8) sick leave days in any one calendar year, January to December.

(a) Employees who have used only one scheduled work day or less of sick leave in any 12-month period and meet the above conditions may convert not more than ten (10) sick leave days in any one year.

(b) The exception to the annual conversion shall be termination, retirement, or death.

4) To comply with Internal Revenue Service (IRS) constructive receipt rules under IRS Code Section 451, any election to convert accrued hours to cash must be made in the calendar year prior to the calendar year in which the employee will earn the benefits.

**E. CONVERSION OF SICK LEAVE AT TIME OF SEPARATION:**

1) Upon separation from the City and completion of at least five (5) years of service, employees may be paid for accrued sick leave hours up to a maximum of fifty percent (50%) of seven-hundred and twenty (720) hours. Employees shall be denied sick leave payoff when leaving the City, only if he/she was either:

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a) Terminated for cause, or

b) Resigned in lieu of termination

2) Such payment shall be made at the employee's pay step, plus any applicable Senior Pay Bonus, at the time of separation. That is:

a) If an employee has seven-hundred and twenty hours (720) or more accrued, payment shall be for three-hundred and sixty (360) hours.

b) If an employee has less than seven-hundred and twenty hours (720) accrued, payment shall be at half of the employee's accrual at the time of separation.

3) ***Conversion at Retirement:*** Upon simultaneous retirement from the City and from CalPERS, an employee shall have the option of applying unused sick leave to his/her CalPERS account up to the limits set by CalPERS. The conversion rate will be at the employee's pay rate, plus any applicable Senior Pay Bonus, at the time of retirement.

4) ***Reinstatement:*** Any permanent, full-time employee who is reinstated pursuant to the City's Personnel Rules and Regulations shall be entitled to have restored to his/her previously earned and unused sick leave not previously paid for pursuant to this MOU. Such reinstatement shall be at the rate of pay at the time of separation.

## SECTION 6. FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA)

**A.** The City will adhere to State and Federal regulations protecting FMLA and CFRA leave rights.

An employee on statutorily-protected leave (i.e FMLA, CFRA, military leave, workers' compensation, sick leave under California Labor Code Sections 245-249, and other leaves protected by statute) shall continue to accrue longevity, vacation, sick leave, holidays, and such other benefits as set forth in this MOU unless and until they exhaust all statutorily-protected leaves for which they are eligible, at which time accruals shall cease.

## SECTION 7. ABSENCE POLICY

**A.** All sick call offs and/or unscheduled leave on regularly scheduled workdays or overtime shifts are counted as absences toward progressive discipline for excessive absenteeism, not including any absences for reasons of protected leave. Doctor's appointments will be counted as absences unless the Operator submits medical verification to a Supervisor that the Operator is required to have pre-scheduled medical appointments. This verification must include the name of the medical practitioner, how many appointments are anticipated, if known, the scheduled time for each appointment, and must be submitted at least forty-eight (48) hours before the appointment begins.

This exception is designed for an Operator who must undergo pre-scheduled medical treatments including, but not limited to, prenatal care, physical therapy and chemotherapy, or who is required to be absent as a result of a chronic illness or disease as verified by a licensed medical practitioner.

**B.** Absences will be counted as follows:

1) Each day equals one (1) absence.

2) After three (3) consecutive workdays absent (sick leave), an employee must provide a physician's certificate; once the physician's certificate is provided, any further consecutive absences will not be counted; a maximum of three (3) absences will be counted for the consecutive workdays absent where supported by a physician's certificate. If an employee is absent four (4) or more consecutive days, they must provide a return to work physician's certificate.

3) A partial day's absence (any part of the Operator's work day) equals one half (0.5) absence.

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**C.** Progressive Discipline: Progressive discipline shall be applied for excessive absenteeism.

1) When an Operator has eight (8) counted absences during a rolling year the Operator will be given a written reminder.

2) Ten (10) counted absences within a rolling year will result in a written reprimand to the Operator for violation of the attendance policy.

3) Fifteen (15) counted absences within a rolling year may subject the Operator to discharge.

4) Effective upon approval and adoption of this Agreement, all employees will be reset to zero.

5) At-will/probationary employees may not be subject to progressive discipline and may be released without cause.

**SECTION 8. BEREAVEMENT (DEATH IN FAMILY) LEAVE**

1) In the event of a death of a member of the immediate family, immediately after such death has occurred an employee may be absent without loss of pay for five (5) workdays to be used within thirty (30) days based on the employee's regular work schedule.

2) Immediate family shall be defined for this purpose to include the employee's spouse, child, father, mother, step-parent, brother, sister, grandfather, grandmother, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, legal guardian or registered domestic partner.

3) If family circumstances necessitate, the employee may request in writing that Bereavement Leave be deferred to a subsequent date. The employee shall submit the request to the department head stating the reason such accommodation is needed (i.e., to accommodate out of state services for the deceased or other circumstances related to the loss of the family member).

4) If needed and approved by the department head, five (5) additional leave days chargeable to sick leave may be taken along with the scheduled bereavement leave.

5) At the earliest time possible considering the circumstances, the employee shall submit to the department head the name of the deceased, date of death and relationship to the employee. Unless otherwise requested by the employee, the Human Resources Officer shall see that the deceased family member is remembered in memoriam at the closing of the next City Council meeting.

**SECTION 9. STATE DISABILITY BENEFITS (SDI)**

**A.** If an employee sustains a non-job-related injury, he or she may, at his/her option, utilize any accumulated sick leave and vacation leave to supplement any monies received from State Disability Insurance up to the amount of the employee's base pay including any Senior Pay Bonus.

**SECTION 10. WORKERS' COMPENSATION**

**A.** For Operators employed with the City as of approval and adoption of this Agreement, the City will pay eighty-five percent (85%) of full salary in lieu of temporary disability payments for all full-time employees for leave of absence due to injury arising out of or in the course of employment to a maximum of twelve (12) months. This compensation shall be paid through the City's payroll system as Injured-on-Duty (IOD) Pay. An employee is in a paid status while receiving IOD Pay. For Operators hired after approval and adoption of this Agreement, and on leave due to an industrial injury, will have the right to receive compensation pursuant to State Workers' Compensation Law.

**B.** An employee who is out on workers' compensation leave shall also be placed on leave under the Family and Medical Leave Act (FMLA) if the employee qualifies for FMLA leave. Leave under

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FMLA cannot exceed twelve (12) weeks. Workers' compensation leave and leave under the FMLA shall run concurrently.

**C.** An employee who schedules a medical treatment appointment during work hours after he/she is determined permanent and stationary, or returned to full or modified duty, shall use any available and appropriate leave time.

**SECTION 11. CATASTROPHIC LEAVE AND LEAVE DONATION**

**A.** The CITY will maintain a Catastrophic Leave and Leave Donation policy to assist employees who have exhausted leave balances, and due to catastrophic circumstances require additional time off prior to returning to city service.

**B.** The CITY will meet and confer with SMART prior to making any changes to this policy.

**SECTION 12. HOLIDAYS**

**A.** Any permanent, provisional, or probationary employee who has worked a shift or who is on a scheduled paid leave the scheduled day prior to and/or immediately after a holiday will receive a day's pay for that holiday.

**B. UNSCHEDULED ABSENCES**

1) An employee who calls out (unscheduled absence) on a holiday, on the day immediately prior to the holiday, or on the day immediately after the holiday will be entitled to be paid for that holiday for the first occurrence in a rolling two-year period.

2) An employee who calls out (unscheduled absence) on a holiday, on the day immediately prior to the holiday, or on the day immediately after the holiday will **not** be paid for that holiday for a second occurrence in a rolling two-year period. Employees may replace any lost paid holiday with appropriate leave accruals, if available. The replacement of lost holiday pay shall be on a "one for one" basis.

3) Employees who are scheduled to work on a holiday must work the entire scheduled shift in order to receive pay for that holiday.

4) In emergency circumstances, the Department Head has the discretion to allow for a paid holiday for any unscheduled absence.

For example, employees will not be paid for a holiday under the following circumstances:

1) Employee is scheduled to be off on December 24 and December 25. If Employee has a second unscheduled absence in a rolling two-year period on December 23, then Employee will not be paid for December 24. If Employee also has an unscheduled absence on the December 26, then Employee would also not be paid for December 25.

2) Employee is scheduled to be off on December 24 and December 25. Employee has a first unscheduled absence on December 23. This is their first unscheduled absence in a rolling two-year period. Employee will be paid for December 24. Then, Employee is scheduled to work on July 4. Employee has an unscheduled absence on July 4. Employee will not be paid for July 4 because this was the second unscheduled absence in a rolling two-year period.

3) Employee is scheduled to work on Thanksgiving. The employee has an unscheduled absence on Thanksgiving. This is the first unscheduled absence in a rolling two-year period. The employee will be paid for Thanksgiving. Then, Employee is scheduled to be off work Saturday, July 3, Sunday, July 4, and Monday, July 5 (which is when the July 4th holiday is observed). Employee has an unscheduled absence on Friday, July 2, which is the day immediately prior to a holiday. This employee will not be paid for July 5 because this was the second unscheduled absence in a rolling two-year period.

**C.** Subject to Section 12(B) above ("Unscheduled Absences"), Bus Operators shall be paid for all City holidays in addition to time actually worked.

**D.** All affected regular, full-time employees covered by this MOU shall have the following paid holidays off:

1) New Year's Day: January 1 or the first regular City Hall workday of the year;

2) Martin Luther King Jr. Birthday: Third Monday of January;

3) Presidents Day: Third Monday of February;

4) Memorial Day: Last Monday of May;

5) Juneteenth: June 19;

6) Independence Day: July 4;

7) Labor Day: First Monday of September;

8) Veterans Day: November 11;

9) Thanksgiving Day: Fourth Thursday of November;

10) Friday after Thanksgiving Day;

11) Christmas Eve: December 24;

12) Christmas Day: December 25; and

13) New Year's Eve: December 31.

**E.** The CITY shall publish an annual calendar listing all Holidays on which City Hall will be closed. If a Holiday falls on Saturday or Sunday, the CITY shall designate a normal working day (Monday or Friday) to be observed as the official City Holiday.

**F.** Additionally, each affected employee shall receive twenty (20) hours of Floating Holiday to be credited January 1st of each year. Floating Holiday shall be scheduled at the convenience of the employee with the approval of the department head but must be used within the calendar year earned or it shall be forfeited. In agreeing to this, SMART and its members expressly acknowledge that floating holidays are not vested vacation time and acknowledge that the provisions of Labor Code section 227.3 do not apply to floating holidays.

## SECTION 13. VACATIONS

### A. VACATION ACCRUALS AND USE

1) After the first year of completed service, vacation shall accrue based on an eighty-hour (80) pay period, regardless of the employee's work schedule and shall accrue to all regular full-time employees per the following:

| Effective on Employee's Anniversary Date of Completed Service | Hours Earned Per Month | Hours Earned Annually |
|---|---|---|
| From Date of Hire (DOH) | 8 | 96 |
| 5 years of service | 10 | 120 |
| 10 years of service | 12 | 144 |
| 15 years of service | 14 | 168 |
| 20 years of service | 16 | 192 |
| 25 years of service | 18 | 216 |

2) Vacation accrual shall be capped at a maximum of four-hundred and thirty-two (432) hours. Affected employees shall not accrue vacation above four-hundred and thirty-two (432) hours;

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if the maximum accrual amount is reached, the affected employee shall cease to accrue vacation hours until such bank is reduced below the maximum accrual amount of four-hundred and thirty-two (432) hours.

3) No vacation time or pay is vested for a probationary employee during his/her probationary period of employment. If a probationary release occurs, the affected employee shall not be entitled to payment of any vacation time that has not vested.

4) In the event of resignation or discharge of a non-probationary employee, all accumulated vacation credits shall be paid in full at the time of termination of employment. This shall likewise apply in the case of death, in which event the amount shall be paid to the legally recognized beneficiary of the estate of the deceased.

5) Periods of absence from work because of sickness or other reasons mutually agreed upon during the employment term shall be considered as time worked in computation of the vacation credit, provided the employee given such leave shall return to work not later than the expiration of said leave for at least ninety (90) days. Holidays off with pay shall be considered as time worked. An eligible employee may defer into the succeeding calendar year an amount of paid vacation equal to the total amount of vacation leave accrued during the prior calendar year.

6) Vacations shall be taken at a time mutually agreed upon by the CITY and the employee. In the event of conflict between two or more employees' vacation requests within a department or a classification, the principle of seniority shall govern.

7) It shall be the employee's responsibility to monitor personal leave accruals and to maintain such accruals within the limits set forth in this MOU.

8) No employee shall be paid for or allowed to take as leave any excess vacation accrual if it is determined that the accruals were credited to the employee in error or are the result of a violation of the City's Personnel Rules and Regulations, MOU or a signed agreement between the employee and the City that provides otherwise.

9) The maximum vacation accrual pay-off upon separation from the City shall be four-hundred and thirty-two (432) hours.

**B. VACATION BID PROCEDURES**

1) Bidding will be conducted on an annual basis and in accordance with seniority order and vacation entitlement. Bidding must be in one-week increments and the maximum hours available are the total hours earned in the preceding calendar year. Any additional vacation time must be requested in accordance with the time-off request procedures.

2) Each bid/proxy slip will be reviewed in seniority order.

3) All Permanent Full-Time Bus Operators will be given a scheduled 15-minute time slot to bid for vacation. Operators will have the choice to bid by phone, in person or via proxy slip. Operators will not be relieved to bid, and they must submit their decision by the end of their assigned time slot.

4) Should Operators choose to bid via phone, they must call (310) 965-8815 (or the designated number), as this is the only recorded phone line available for the bid process. Staff conducting this process will attempt to contact Operators at their designated times, but they will not contact Operators while on duty or to remind them of their missing proxy slips.

5) Should Operators choose to bid using a proxy form, they would need to list as many weeks as their seniority number in priority order on the proxy form. If Operators want to change their proxy list after submitting their completed proxy forms but before the ending time of their 15-minute time slot, then they must call on the recorded phone line and make the change.

6) Operators who are on a scheduled leave must still bid at their designated bid time either in person, by phone, or via proxy slip.

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7) Should an Operator fail to bid, submit a proxy slip or call within their time slot, they will be passed over until the first scheduled bid break as outlined in the bid schedule. At that time, the Operator will then be allowed to bid open weeks available, and they will not be allowed to bump other less senior Operators who already bid.

8) Operators are advised against making travel plans, purchasing airline tickets, etc. without first bidding for the desired vacation period.

9) It is Operators' responsibility to make sure Dispatch has a working phone number where they can be reached before the time of the bid.

## ARTICLE 4. LAY-OFFS AND RECALL PROCEDURES

### SECTION 1. REDUCTION IN WORKFORCE

**A.** Whenever, in the judgment of the City Council, a reduction in workforce is necessary for economic or operational reasons, any employee may be laid off. The City will consider layoffs across all Departments and all bargaining units. However, due to the unpredictable nature of the circumstances that would give rise to this decision, the City has the discretion to reduce the workforce in a manner that best meets its economic and operational needs.

**B. Designating Positions for Layoff.** The City shall designate the positions for layoff by classification and Department.

**C. Order of Layoff**. The Order of Layoff within each classification and Department shall be the employees with the least amount of seniority first. Seniority is defined in Article 7, Section 3, for Bus Operators.

In the event of a tie, the City will review the employees' most recent annual performance evaluations. The employee with the lower overall rating on the most recent annual performance evaluation shall be be laid off first. If the overall ratings are equal, then the City will go to the next most recent annual performance evaluation. If all the ratings are equal, then the Department Head will have the discretion to designate the employee for layoff after a review of the employees' performance evaluations.

**D. Positions that are Exempt from Layoff.**

1) Positions listed in the SMART MOU Section 4 of the PREAMBLE shall be exempt from layoffs.

**E.** Notice to Layoff. Employees to be laid off will be given 15 days' notice of layoff. Notice will begin when the employee designated for layoff is handed a letter or sent an email, by the Human Resources Department, City Manager, or his/her designee notifying him/her that he/she may be laid off fifteen (15) days from the date layoff notice was issued.

### SECTION 2. BUMPING RIGHTS

**A. Eligibility**. An employee who is subject to layoff shall be eligible to exercise bumping rights, unless:

1) The employee is on a Performance Improvement Plan at the time of the layoff; or

2) The employee has received discipline of suspension or higher within the last two years; or

3) The employee is a probationary employee.

**B. Positions into Which Employee May Bump.** An employee may exercise the right to bump into a lower classification represented by SMART if:

1) He or she has more seniority than the incumbent in the lower classification. If an employee exercises this right, this employee bumps the employee with the least seniority in that lower classification.

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2) Meets the minimum qualifications for that position. SMART must be able to provide valid support to document the member bumping has the education, experience, knowledge, qualifications, and proficiency for the position, based on past work experience.

Positions listed in the SMART MOU Section 4 of the Preamble are exempt from the bumping procedure, and an employee may not exercise his or her right to pump into those positions.

**C. Notice to Exercise Bumping Right.** An employee who is eligible and wishes to exercise his or her bumping right must do so in writing to the Human Resources Manager within five (5) calendar days of receiving the notice of layoff.

**D.** Employees who are displaced as a result of this bumping procedure may themselves exercise bumping rights, if they are eligible and in accordance with the procedures above.

### SECTION 3. REHIRING OF LAID-OFF WORKERS

**A. Recall List.** Any employee who is laid off or who bumps into a lower classification shall be placed on a Recall List for a period of two years.

**B. Order of Recall.** If the City is able to rehire into a position that was previously designated for layoff, the CITY shall rehire those employees who are the Recall List and who previously held the position into which the City is rehiring. The City shall rehire the employee with the most seniority at the time of layoff first.

**C. Recall Notice.** The City shall send a Recall Notice to employees on the Recall List who are eligible to be rehired. The Recall Notice to an employee who has been laid off shall be made by email to the last known email address of the employee. It is the employee's responsibility to keep the City updated with his or her most current contact information.

**D. Responding to Recall Notice.** An employee must respond within 10 calendar days receiving the Recall Notice by email in order to be rehired into his or her previously held position. An employee rehired into the position that he or she previously held prior to layoff shall assume the same salary step and seniority that he or she held at the time of layoff.

**Failure to respond, unless due to actual illness or accident (**the City may require proof of illness or accident), will cause the employee to be removed from the Recall List.

**E.** If there are no employees on the Recall List that are eligible to be rehired into a vacant position, then the City will conduct an open recruitment to fill the position.

## ARTICLE 5. GRIEVANCE PROCEDURES AND FACT-FINDING

### SECTION 1. SCOPE AND LIMITATIONS

**A.** Employee Protection: Employees shall be assured of freedom from reprisal for using these grievance procedures.

**B.** The procedures set forth in this section shall not apply to any matter involving the initiation or renewal of memoranda of understanding, the resolution of impasses or any other matter that is beyond the scope of representation.

**C. Definition:** A grievance is any complaint by the union involving the interpretation, application or alleged violation of this Agreement, any applicable Personnel Ordinance, Classification Plan, City and/or Department Policies, or the Personnel Rules and Regulations. A grievance must be filed within thirty (30) calendar days after the alleged violation becomes known or reasonably should have been known to the employee or Union.

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## SECTION 2. PROCEDURE

### A. EMPLOYEE RESPONSIBILITY

1) In any instance of grievance, the employee or employees concerned shall first make every effort to resolve such grievance with his/her immediate supervisor.

2) In the event such efforts as specified above are not productive of a mutually satisfactory solution, the union must reduce their complaint to writing. Said complaint shall set forth all the facts necessary to the understanding of the issues involved, must state what specific section(s) of this Agreement, Personnel Ordinance, Classification Plan, City and/or Department Policies, or the Personnel Rules and Regulations has been violated, a brief description of the violation, any steps that were taken to secure informal resolution, and the proposed resolution of the grievance.

3) The complaint shall be signed by the union, and shall be submitted to the Transit Operations Manager.

### B. INVESTIGATION AND FACT-FINDING

1) The Transit Operations Manager or designee shall hold a meeting with the aggrieved employee and the union.

2) The Transit Operations Manager or designee will make such investigation of the facts and issues as deemed necessary and upon reaching a conclusion, but in any event within fifteen (15) working days of receipt of the grievance statement, the Transit Operations Manager or designee shall reply in writing, stating the determination. Three (3) copies of such reply shall be made, one copy of which shall be transmitted to the employee, one to the union, and the other one retained by the Transit Operations Manager. As used in this Article, working days shall not include Saturdays, Sundays and City Holidays.

### C. SUBMISSION OF THE GRIEVANCE TO DIRECTOR OF TRANSPORTATION

1) If the employee wishes to process the grievance further, the employee or the union shall, within ten (10) working days of the receipt of the Transit Operations Manager's determination, so notify the Transit Operations Manager in writing. The Transit Operations Manager shall immediately submit to the Director of Transportation two (2) copies of the original grievance complaint and the Transit Operations Manager's determination.

2) The Director of Transportation shall, without delay, arrange a meeting with the aggrieved employee and the union. At such meeting, discussion shall be limited to the issues raised in the grievance complaint, and an earnest effort shall be made to arrive at a satisfactory resolution of the issue.

3) Such notes and memoranda as the Director of Transportation deems required, shall be made of the substance of the issues and conclusions and findings of the meeting.

### D. SUBMISSION OF THE GRIEVANCE TO CITY MANAGER

1) If the employee wishes to process the grievance further, the employee or the union shall, within ten (10) working days of the receipt of the Director of Transportation's determination, so notify the Director of Transportation in writing. The Director of Transportation shall immediately submit to the City Manager two (2) copies of the original grievance complaint and the Director of Transportation's determination.

2) The City Manager shall, without delay, arrange a meeting with the aggrieved employee and the union. At such meeting, discussion shall be limited to the issues raised in the grievance complaint, and an earnest effort shall be made to arrive at a satisfactory resolution of the issue.

3) Such notes and memoranda as the City Manager deems required, shall be made of the substance of the issues and conclusions and findings of the meeting.

4) The conclusions and findings of this meeting shall be reduced to writing and shall be final, except that in cases which involve the alleged violation of the MOU of Understanding, Personnel Ordinance, Classification Plan, or the Personnel Rules and Regulations, SMART

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may, by written notification to the City Manager, within ten (10) working days, request submission of the issue to an impartial arbitrator who shall ascertain the facts and make a recommendation which shall not be binding on either party.

**E. SUBMISSION OF GRIEVANCE TO AN ARBITRATOR**

1) The fees and expenses of the arbitrator shall be borne equally by the parties with the arbitrator selected as follows:

(a)SMART may request a panel of five (5) arbitrators from the California State Conciliation and Mediation Service.

(b)Upon receipt of the names, the first party to strike a name shall be determined by lot; thereafter each party shall alternately strike names until only one (1) name remains; that individual shall be the arbitrator.

2) The arbitrator shall determine the facts in a manner mutually agreed upon and shall, within thirty (30) days, submit his or her findings and recommendations to the parties.

3) Within ten (10) working days of the receipt by the parties of the arbitrator's findings and recommendations, the City Manager shall review the grievance in its entirety and render their determination to SMART. Should the determination not satisfy SMART, the grievance may then be referred to the City Council for final determination in accordance with this Article.

**F. SUBMISSION OF THE COMPLAINT TO THE CITY COUNCIL**

1) A complaint which is requested to be submitted to the City Council shall be submitted by the City Manager at the next regularly scheduled City Council meeting.

2) The decision of the City Council shall be final.

**G. TIME LIMITS**

1) The time limitations set forth in this Article may be extended by mutual written agreement.

2) The failure of the Union to adhere to time limits set forth above or to appear at the time of the hearing shall cause forfeiture of the Union's case. The failure of management to adhere to the time limitations set forth above shall result in the Union's grievance proceeding to the next step in the grievance process.

## ARTICLE 6. WORKING CONDITIONS

### SECTION 1. COMPENSATION

**A. OVERTIME**: Bus Operators shall be paid overtime (time and one-half regular hourly rate) in accordance with the "hours worked" provisions of the Fair Labor Standards Act.

1) If any Bus Operator works a sixth (6th) or seventh (7th) day in any one work week and such sixth (6th) or seventh (7th) day is worked on a regular bus run, such time worked by the driver on such regular run shall be compensated at time-and-one-half (1½) the base hourly rate plus any applicable Senior Pay Bonus.

2) Compensation for training time shall be paid in accordance with the Fair Labor Standards Act. The following situations or time spent by employees in required training is considered to be non-compensable: training which is required for certification of the employee by law of a higher level of government (e.g., where State, County, or Federal law imposes a training obligation on City employees does not constitute compensable hours of work)

3) Bus Operators will be paid one-and-one-half (1½) times their straight time hours for all work they perform in excess of eight (8) hours per day or forty (40) hours per week, on a regular run with the exception of spread time, guarantee time, or incidental overtime.

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**B. TRAINER/INSTRUCTOR (TSI) PAY**: Line Instructors will be paid an additional two dollars ($2.00) per hour during their performance of line instruction, provided they submit all evaluations on a daily basis in complete and thorough fashion. Behind-the-Wheel Instructors (BTW) will be paid an additional three dollars ($3.00) per hour during their performance of behind the wheel training of a Bus Operator; should a trainee have a preventable accident while training with a BTW Instructor, the BTW Instructor may be charged with the preventable accident. BTW Instructors should be Certified Transportation Safety Institute (TSI) instructors.

**C. BUS OPERATOR DAILY LOG:** An Operator Daily Log shall be submitted any time a Bus Operator is on duty twelve (12) or more hours in a 24-hour period, as required by law, or when the completion of an Operator Daily Log is determined to be operationally necessary.

Operators shall be paid a flat rate of eight dollars ($8.00) for accurately completing and timely submitting each required Operator Daily Log. Operator Daily Logs are to be submitted at the end of the Operator's shift, but in no case shall be submitted more than 24 hours after the end of the Operator's shift. Late submittals or incorrectly completed Operator Daily Logs may delay payment of the allowance.

**D. ACCIDENT/INCIDENT REPORT PAY**: Bus Operators involved in an accident/incident must submit a completed Accident/Incident Report by the end of the shift. The Accident/Incident Report must be completed prior to leaving the bus yard on the same day the accident/incident occurred. Bus Operators will be paid for thirty (30) minutes, at time and a half, to timely complete an Accident/Incident Report prior to leaving the bus yard. Such payment is subject to the following exceptions:

All or a portion of the time completing a report may be calculated at time and a half depending on the total hours worked. (Report time is added to any work performed. If the total hours worked exceed eight (8) hours in a day for full-time Operators and/or 40 hours in a week for part-time Operators, then any time beyond that threshold will be paid at time and a half.)

If a full-time Operator is relieved early (before meeting the 8-hour guarantee) due to an accident/incident, then the report time will not result in overtime pay.

An Operator shall get supervisor pre-approval to submit the Accident/Incident Report after leaving the bus yard, for the shift in which the accident/incident occurred.

The Accident/Incident Report should include comprehensive information about the accident/incident including but not limited to: date and time of the accident/incident; exact location of the accident/incident; description of the accident/incident including any photographs or sketches of the scene; the operator's name, address and contact information; the operator's driver's license number; vehicle description information and license plate numbers; and report of any injuries or damages.

## SECTION 2. CALL-IN SCHEDULING AND PAY

### A. CALL-IN PROCEDURE

1) The call in procedure for leave purposes for all transit employees shall require the employee to call into the primary or other designated telephone line and speak directly to a supervisor on duty.
2) If the employee's immediate supervisor is not on duty at the time, any supervisor on duty may accept the call and will report the information to the employee's direct supervisor in accordance with department protocol.
3) Employees shall call Dispatch for reporting absence.

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## SECTION 3. BUS OPERATORS

### A. SENIORITY

1) Seniority is defined under Article 2, Section 2(C) and shall be accorded appropriate consideration in the assignment of regular runs, commuter runs and, whenever possible, emergency overtime.

### B. WORK SCHEDULE

1) The normal workweek for regular full-time Bus Operators is five (5) days per week, eight (8) hours per day or forty (40) hours per week.

2) Full-time Bus Operators will be paid one and one-half (1½), on a regular run, their straight time hours for all work they perform that is in excess of eight (8) hours per day, or forty (40) hours per week, with the exception of spread time, guarantee time, or incidental overtime.

### C. FULL-TIME (FT) EXTRA BOARD (XB)

1) The role of FT-XB Operators was created to assist with the daily covering of assignments. FT-XB Operators will be paid for spread time as stated in Article 6, Section 3(E)(1) only if the Operator complete an assignment/run in its entirety and the assignment/run contains spread time as defined at the time of the shake-up.

2) FT-XB Operators will not be paid for any spread time in excess of ten (10) hours if they are assigned an assignment/run(s) that are composed of multiple pieces of work, including but not limited to multiple pieces of run/work that may have been broken apart as originally scheduled at the shake-up, Trippers, standby part-time assignment, training, etc.

   For example, part of Run #1X1 (04:38a-09:00a) & part of Run #201 (09:40a-12:15p) & part of Run #211 (Tripper) (12:35p-16:21p) would not receive spread time.

### D. RUN ASSIGNMENTS (SHAKE-UP)

1) Run assignments will be posted four times yearly: February; June; September; and December.

2) Said shake-up may occur thirty (30) days later.

3) Should a run become vacant for a period of thirty (30) days or more, the parties shall apply Section 8, Open Run Bid Policy.

4) If an Operator fails to bid during their time and has not submitted a proxy, the Operator will be placed at the end of the bid on the same day. If the Operator then fails to bid, the Union and staff conducting the bid will select an assignment for the employee in the following priority, if available:

   (a) Same assignment/roster position the Operator had during the previous bid.

   (b) As assignment with the same days off as the Operator had during the previous bid.

   (c) Any AM or PM assignment that closely corresponds to the Operator's previous bid.

   (d) Same route/line Operator had during the previous bid, regardless of AM/PM.

   (e) Highest paid assignment regardless of times/days off/route etc.

   (f) An assignment that has the same Holiday schedule as the Operator had during the previous bid.

### E. SPREAD TIME

1) A "spread" refers to the difference from the time a Bus Operator reports for duty until the time the assignment is completed. All work performed in excess of a spread of ten (10) hours will be paid for at the rate of time and one-half (1½).

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**F. GUARANTEE TIME**

1) Full-time Bus Operators are guaranteed eight (8) hours work per day and forty (40) hours work per week. Because some runs are operated less than eight (8) hours, Operators are paid a daily guarantee of eight (8) hours. Part-time Bus Operators, Relief Bus Operators and Trainees shall not receive guarantee time for performing any work.

2) The eight (8) hour daily guarantee shall function solely as minimum pay protection. It shall not replace, offset, or include compensation for additional work performed outside a driver's scheduled assignment. All hours worked beyond the scheduled shift shall be paid at the applicable straight-time or overtime rate.

**G. MISSOUTS**

1) Bus Operators must report for their assignment at a scheduled time and place or they will be charged with a MISSOUT unless they notify whoever is in charge at GTrans at least two (2) hours before the start of their regular shift of their inability to report due to illness or emergency.

2) When a Bus Operator is prevented from reporting to work on time due to an illness or emergency, the dispatcher/supervisor will review the Bus Operator's personal situation and the work assignments for that day to determine if a new report time will be requested by the dispatcher/supervisor. In the event a new report time is requested, and the employee agrees to the new report time, failure of the Bus Operator to report to the new assignment on time will result in a second MISSOUT for that day.

3) When a Bus Operator is prevented from reporting to work on time due to an emergency and later presents proof of said emergency satisfactory to the Transportation Director, he/she may waive the charge of a MISSOUT on a Bus Operator's record. Waiver of any MISSOUT is considered on a case-by-case basis.

4) The failure of a bus operator to report in person, ready for work at the assigned time will be considered a MISSOUT.

   a) First MISSOUT in a thirty (30) day period will result in the loss of one (1) day's work without pay.

   b) Second MISSOUT in a sixty (60) day period will result in the loss of two (2) days' work without pay (the one-day missed, plus a one-day suspension).

   c) Third MISSOUT in a ninety (90) day period may be grounds for termination.

   d) The cumulative record of MISSOUTS will be taken into consideration in any disciplinary action taken.

**H. UNIFORMS**

1) All Bus Operators must report for work in City-approved uniform, together with all necessary equipment required to perform their duties throughout the day. It shall be the employee's responsibility to wear such uniform in the manner in which it is prescribed and shall not wear such uniform except in the course of performing work for the city. Failure to wear such uniform as prescribed shall be cause for disciplinary action.

2) The City will purchase uniforms for new employees upon graduation from the training program.

3) All uniforms purchased by the City must be returned upon termination from the City. The CITY will furnish the following uniforms:

   a) Five (5) pair of trousers;

   b) Four (4) short-sleeved shirts;

   c) Four (4) long-sleeved shirts;

d) One (1) belt;

e) One (1) tie;

f) One (1) jacket; and

g) One (1) cap (if requested by employee).

4) Bus operators will be provided one uniform cleaning per week, or given a cleaning allowance of one-hundred fifty dollars ($150.00) annually, at the discretion of the City.

5) When an article of uniform is worn out, a Bus Operator will turn in the item and will be given an order to purchase a like item at a uniform company.

6) SMART members shall be allowed to wear SMART pins on their uniforms while on duty.

**I. SMART CLASS TRAINING**

1) A transit employee who is required to attend a SMART class (i.e., training program) conducted by the CITY shall be deemed to be on "school time" during such classes and shall be paid at the employee's regular rate of pay for such time.

**J. SIGN-ON PREPARATORY TIME**: Each Bus Operator shall be granted an allowance of fifteen (15) minutes report time for the purpose of preparing equipment for pull-out. Preparatory activities to be conducted prior to each pull-out includes checking the Operator Bulletin Board and conducting a full vehicle pre-trip inspection. Split-run operators shall also be granted fifteen (15) minutes preparatory time for reporting to the Transportation facility to take out the second part of their run, for a total of thirty (30) minutes for assignments requiring to pull out a bus twice.

**K. EXTRA WORK**

1) The City and SMART agree to encourage and promote all extra work and recognize that extra work is required by Bus Operators to ensure GTrans provides scheduled and special event services to its customers.

2) **Assignment of Extra Work:** The assignment of extra work shall first be given to the Extra Board Operators, who will be required to perform this work as part of their regular duties. If the Extra Board is exhausted, Bus Operators will be assigned extra work in the following sequence:

**(For the purpose of this section only, seniority shall be measured from the employee's most recent date of hire.)**

a) Bus Operators that have completed their shift on a regular workday that will provide additional service on a volunteer basis on that workday;

b) Relief Bus Operators that have requested to work their regular day or days off;

c) Part-time Bus Operators that have requested to work their regular day or days off;

d) Full-time Bus Operators that have requested to work their regular day or days off;

e) Relief Bus Operators that are required to work their regular day off, in reverse seniority order;

f) Part-time Bus Operators that are required to work their regular day off, in reverse seniority order;

g) Full-time Bus Operators that are required to work their regular day off, in reverse seniority order.

3) If there are an insufficient number of Extra Board to perform the extra work, the City will assign regular Bus Operators to perform the extra work. Regular Bus Operators will be selected from a list that has been signed by them on a voluntary basis, indicating that they are willing and available to perform this work and such selections being made on a rotational basis in accordance to seniority and availability.

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4) Any operator who has volunteered for extra work and cannot be reached at their primary contact phone number on file will be passed and the next available Bus Operator will be contacted. A Bus Operator that could not be reached at their primary contact phone number under the above circumstances is not eligible for any compensation for the unassigned extra work.

5) A Bus Operator that requests to volunteer for extra work will submit a "Volunteer to Work on Day Off" slip during the bid/selection process to be effective at the start of the shake-up. Bus Operators may also volunteer for extra work after the bid/selection process by submitting the slip to the dispatcher by Friday of each week prior to 10:00 a.m. to be effective that Saturday. If a Bus Operator should request to be added onto the volunteer list after the shake-up commences, they will not be placed in the order of seniority but will be added to the bottom of the volunteer list according to the order in which their slips were submitted.

6) A Bus Operator may request to be removed from the volunteer list by submitting a request in writing during the bid/selection process to be effective at the start of the shake-up. Bus Operators may also request to be removed from the volunteer list by submitting the slip to the dispatcher by Friday of each week prior to 10:00 a.m. to be effective that Saturday.

7) If a Bus Operator has volunteered to work on their regular day off and the remaining work to be assigned will not leave that Bus Operator available for their regular run due to rest period requirements, they shall be passed and another Bus Operator who has volunteered for work on their regular day off will be assigned if that work leaves them available to work their regular assignment. When such Bus Operator have been passed in making assignments on account of unavailability, they shall be considered as the next in turn for the first unfilled assignment for which they are qualified, and which signs on after expiration of their proper rest period.

8) If a Bus Operator that has volunteered for extra work fails to report on time for that assignment, they will be charged with a MISSOUT as provided in subparagraph G of this Section.

9) **Mandatory Extra Work:** If Bus Operators are required to report for extra work, a mandatory report list will be posted by Friday at 1:00 p.m. for the upcoming week. Open work assignments on the mandatory report list will first be filled in the following order:

   a) Relief Bus Operators that are required to work their regular day off, in reverse seniority order;

   b) Part-time Bus Operators that are required to work their regular day off, in reverse seniority order;

   c) Full-time Bus Operators that are required to work their regular day off, in reverse seniority order.

   d) The rotational order will be reset to the bottom of each seniority list every time the list has been exhausted.

10) If a Bus Operator that is required to report for extra work fails to report on time for that assignment, they will be charged with a MISSOUT as provided in subparagraph G of this Section.

11) **Payment for Extra Work:**

   a) **Voluntary** extra work shall be compensated at the appropriate rate of pay (i.e., overtime rate will apply if the employee has met the overtime threshold).

   b) An employee who is **required** to perform extra work shall be paid at the rate of one-and-one-half the regular rate of pay for all hours actually worked.

      (i) Bus Operators **required** to work on their regular day off shall receive not less than two (2) hours' work or two (2) hours' pay at one-and-one-half (1½) times the employee's regular rate of pay.

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**L. BUS OPERATION**

The City shall make staffing decisions necessary to maintain continuity of bus service; bus service shall be primarily performed by Operators. The use of non-bargaining unit personnel licensed to operate a bus will only be used as necessary to cover open assignments not covered by extra board operators or volunteer operators (e.g., in cases where there are staffing shortages or immediate shifts that need to be covered with readily available staffing). Such use shall not be for the purpose of avoiding voluntary overtime or to permanently fill regularly scheduled assignments. The City shall provide the Union with documentation upon request of the circumstances related to such use.

**SECTION 4. OPERATIONS SUPERVISOR TRAINING PROGRAM - See Exhibit "B"**

**SECTION 5. MEAL AND REST PERIODS FOR BUS OPERATORS**

**A.** This Section is intended to be in lieu of any standards regulating meal and rest break periods included in the Industrial Welfare Commission Wage Order 9 as an exception provided for under the Wage Order.

**B.** Bus Operators on standby, modified duty or other work assignments in which the Bus Operator's ability to take a meal/rest break is not physically restricted due to operating a bus are excluded from the provisions of this Section.

**C.** For straight runs, split runs and tripper combinations, scheduled recovery time in the run assignment shall be considered cumulatively as the Bus Operator's meal and rest break periods through a cumulative 50-minute recovery time in a regular eight (8) hour workday.

**D.** Meal/rest periods in the Bus Operator's recovery time shall be computed as time worked. There is no meal/rest period due for an assignment with a total daily work period of less than three-and - one-half (3½) hours. On split runs, there is no requirement to provide the cumulative 50-minute total meal/rest period where the length of the work pieces do not warrant.

**E.** For any straight run scheduled with less than a total of fifty (50) minutes meal/rest time, a Bus Operator who works that entire run shall be paid a premium pay of sixty (60) minutes per day for that run paid at the employee's regular rate of pay.

**F.** In the event a Bus Operator believes a specific run assignment has inadequate recovery time on a consistent basis, a Schedule Adherence Form may be submitted to the Transportation Director, or designee, indicating the specific trip, day and time to be reviewed. Schedule Adherence Forms must be submitted within fifteen (15) working days of the specific run assignment. After review by the Transportation Department, the Bus Operator will be informed of the findings of the review. In the event the findings are valid, in addition to the premium pay provided in Section E, above, adjustments to the run assignment will be made no later than two (2) shakeup periods from the period of review. By mutual agreement between GTrans and the Union, GTrans shall be able to schedule an emergency bid to address the run assignment and any impacted runs. In the event a Bus Operator disagrees with the findings, the Bus Operator may appeal the findings by petitioning the Union to present the grievance to binding arbitration, as provided in Section H, below.

**G.** Circumstances beyond the control of management (e.g., traffic accidents, incidents, road construction, start of school semester, detours, special events, railroad crossing delays, inclement weather delays, Bus Operator behavior, etc.) will not be considered as valid circumstances for schedule changes.

**H. Binding Arbitration of Meal/Rest Time, only.**

1) Only the Union may present unresolved meal/rest time findings to binding arbitration by submitting a letter to the Director of Transportation requesting that the matter be submitted to arbitration. Such letter request must be submitted within fifteen (15) working days after the Bus Operator receives the findings.

2) The City and the Union shall attempt to agree on a neutral arbitrator. In the event that the City and the Union cannot agree upon the selection of a neutral arbitrator, either party may then request

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the California State Mediation and Conciliation Service to provide a list of seven (7) persons who are qualified and experienced as labor arbitrators. If the City and the Union cannot agree within five (5) working days after receipt of such list on one of the seven (7) persons to act as the neutral arbitrator, they shall alternatively strike names from the list until one name remains and that person shall become the neutral arbitrator. The party making the first strike shall be determined by lot.

3) The expenses of any arbitration proceeding convened pursuant to this Section H, including the fee for the arbitrator and the costs of the preparation of the transcript of the proceedings shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

4) The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement but shall determine only whether there has been a violation in respect to the findings related to the cumulative, scheduled meal/rest time and determine the remedy. The decision and/or award of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties. The decision and/or award of the arbitrator shall be final and binding upon the City, the Union, and the employee affected.

## SECTION 6. RELIEF BUS OPERATOR

**A.** Relief Bus Operators hired at any starting salary rate shall have the ability to test for full-time Bus Operator immediately following appointment.

**B.** The Relief Bus Operator position is not intended to supplant the position of full-time Bus Operator.

1) As of July 1, 2015, the percentage of regular schedule runs filled by full-time Bus Operators is sixty percent (60%).

2) At each future shake-up, the CITY shall provide documentation to SMART that full-time Bus Operators assignments represent at least sixty percent (60%) of all combined full-time, part-time, and Relief Bus Operator assignments.

## SECTION 7. SHIFT TRADE AGREEMENT (STA)

This Shift Trade Agreement ("STA") establishes the terms and conditions governing shift trade requests for Operators to ensure compliance with Federal Transit Administration (FTA) requirements and to maintain adequate operational coverage.

### A. Purpose

The purpose of this STA is to establish clear, consistent guidelines for Operators requesting shift trades while ensuring that no FTA violations occur and that operational needs are met.

### B. Scope

This STA applies to all Operators whose work schedules are assigned and managed by the Scheduling Department.

### C. Definitions

For purposes of this STA:

- Operator refers to any employee subject to scheduling by the Scheduling Department.
- Shift Trade refers to a request by an Operator to trade schedule work assignments and/or scheduled days off with another operator by mutual agreement.
- FTA Requirements include, but are not limited to, the 8.80 rule, the 8-hour rest rule, and the 15-hour work rule.

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**D. Shift Trade Between Operators**

1) Operators may request shift trades directly through the Operations Dispatch Supervisor. The responsibility for locating another Operator willing to work the requested shift rests solely with the requesting Operator and not with the Operations Dispatch Supervisor. Operators may trade their daily scheduled assignments and/or scheduled days off with another Operator, provided the trade occurs within the same payroll week and does not cumulatively increase or decrease the total scheduled number of days worked for either Operator.

2) All shift trade requests must be submitted in writing to the Operations Dispatch Supervisor at least one full week in advance of the proposed trade date. For scheduling and payroll purposes, a week is defined as Sunday through Saturday.

3) All shift trades are subject to review and approval by the Operations Dispatch Supervisor. Approval is not guaranteed, but shall not be unreasonable denied. Shift trades should not be for the purpose of creating day-off overtime, and may be denied on that basis.

4) No shift trade shall be approved if it results in a violation of any applicable FTA requirement, including but not limited to the 8.80 rule, the 8-hour rest rule, or the 15-hour work rule, prior to the following workday.

5) Operators assigned to the extra board are not eligible to request changes as their assignments vary daily.

**E. Shift Trade Requests**

1) Both Operators involved in a shift trade must submit and sign the Shift Trade Request form, indicating mutual agreement to the shift trade.

2) If either Operator fails to report for work in accordance with an approved shift trade agreement, a miss-out shall be issued for the Operator who fails to report as scheduled.

3) After completion of the assignment, both operators must fill out a white slip.

4) Upon submission, the Shift Trade Request form shall be reviewed, and the request form indicating approval or denial shall be returned to the operator(s) via placement in their mailbox within three (3) days.

**F. Compliance and Enforcement**

1) Failure to comply with the procedures and requirements outlined in this STA may result in denial of the shift trade request.

2) All approved shift trades must comply with applicable rest period requirements, scheduling rules, and FTA regulations.

3) This STA does not alter management's right to enforce attendance, scheduling, and disciplinary policies.

**G. Acknowledgment**

By participating in any shift trade, Operators acknowledge that they have read, understand, and agree to comply with the terms of this STA.

## SECTION 8. OPEN RUN BID POLICY

Open run bids will be conducted once per shake-up and at the sole discretion of GTrans under the following circumstances:

1) When a run becomes vacant due to employee separation, or

2) When a run has remained open for thirty (30) days or more.

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Open runs that remain unfilled for thirty (30) days will be posted on the second Monday of the month by 10:00 a.m. The posting period will remain open for three (3) days and will close at 3:00 pm on the third day. All available open runs will be posted on the designated board for operators' review during this period.

The bid process will be conducted in order of seniority. Operators wishing to participate must submit a time-stamped carbon copy proxy slip during the posting period. Proxy slips must clearly indicate the operator's order of preference, listing the most preferred assignment first. All proxy slips must be placed by the operator in the designated secure bid box. Dispatch is not responsible for placing proxy slips. Any proxy slips that are incorrect, ineligible, or unreadable will be considered invalid

On the fourth (4th) day following the posting, the selection process will be conducted, and results will be posted by 5:00 p.m. the same day.

All newly awarded runs will take effect on the Sunday following the close of the open run bid at the start of the next payroll period.

If the original operator returns from a long-term absence during a shake-up period, they will return to their original bid run beginning the Sunday following their return. The operator assigned to that run will then return to their previous original bid assignment. This process is referred to as a "bump-back."

A bump-back is defined as an operator returning to their original bid assignment and will take effect at the start of the payroll week on Sunday. Operators who return in the middle of a payroll week will be placed on the extra board until the start of the next payroll period.

All open runs results will be posted after the bid process is complete.

## ARTICLE 7. PART-TIME EMPLOYEES AND APPRENTICESHIP PROGRAM

The terms and conditions set forth in Article 7 specifically apply to part-time employees. Any provisions not specifically set forth in this Article may be applicable to part-time employees subject to any restrictions and/or limitations as provided in the MOU.

### SECTION 1. PART-TIME EMPLOYEE DEFINED

**A.** Any employee who is not guaranteed scheduled work hours of eighty (80) hours per pay period is considered a part-time employee and shall receive benefits as described in this Article.

**B.** Student Workers and Student Interns constitute a unique classification and shall earn NO Sick Leave and or Vacation credit or other fringe benefits.

**C.** Part-time employees shall be hired, scheduled for work and terminated at-will based on the work needs of the Department.

### SECTION 2. PART-TIME EMPLOYEE ADVANCEMENT IN PAY RATE

**A.** Each part-time employee as defined in this MOU shall be entitled to receive and shall be paid at the applicable rate or rates of compensation as prescribed for the class in which his/her position is designated in the current Classification and Compensation Plan.

**B.** Advancement of part-time employees from the minimum to the maximum rate of compensation for the respective job classification shall be based on attaining minimum time in service as listed below:

1) The first step, Step 1, is a minimum rate and will normally be the hiring rate for each position within the classification plan.

2) Step 2, upon satisfactory completion of twelve (12) months of service at Step 1 within the classification.

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3) Step 3, upon satisfactory completion of twelve (12) months of service at Step 2 within the classification.

4) Step 4, upon satisfactory completion of twelve (12) months of service at Step 3 within the classification.

5) Step 5 upon satisfactory completion of twelve (12) months of service at Step 4 within the classification.

6) Step 6 upon satisfactory completion of twelve (12) months of service at Step 5 within the classification.

**C.** Seasonal employees shall be considered for rehire at a Step based on total hours of previous service to the City.

**SECTION 3. PART-TIME EMPLOYEE OVERTIME**

**A.** All time worked by a part-time employee in excess of forty (40) hours in a defined workweek shall be compensated at the rate of time-and-one-half (1½) the employee's regular rate of pay.

**B.** Part-Time Bus Operators, Relief Bus Operators and Trainees

1) Current part-time Bus Operators will maintain the current overtime pay practice of receiving the rate of time-and-one-half (1½) the employee's regular rate of pay for all work performed in excess of eight (8) hours per day or forty (40) hours per week with the exception of spread time or incidental overtime.

2) All part-time Bus Operators, Relief Bus Operators and Trainees hired on or after July 1, 2021 shall not receive daily overtime and shall only be paid overtime for all hours worked in excess of forty (40) hours in a defined workweek.

**SECTION 4. HOLIDAY PAY**

**A.** Part-time employees, other than seasonal, scheduled to work on a City observed holiday shall be paid the rate of time-and-one-half (1½) the employee's base rate of pay for all time actually worked on the holiday.

**SECTION 5. PART-TIME EMPLOYEE BILINGUAL PAY**

**A.** Part-time employees, who provide or are available to provide bilingual assistance, may be eligible to receive Bilingual Bonus Pay. To qualify, a part-time employee must work a minimum of forty (40) hours within a pay period.

**B.** Bilingual Bonus Pay shall be in the amount of eleven-dollars and fifty-five cents ($11.55) for each pay period in which the employee qualifies for the bonus. Part-time employees must qualify and remain eligible for Bilingual Bonus Pay by following the same testing and certification procedures as full-time employees.

**SECTION 6. PART-TIME EMPLOYEE BENEFITS**

**A. SICK LEAVE AND VACATION LEAVE**

1) Sick Leave Accruals: Part-time employees shall be credited with forty (40) hours of sick leave upon date of hire and every twelve (12) months thereafter. Sick leave credited on an annual basis shall be forfeited at the end of each year and shall not be subject to cash out. Upon six (6) months after the annual credit of sick leave, part-time employees shall accrue four (4) hours

sick leave per month if the total hours actually worked are at least sixty (60) hours for each pay period in the month.

2) Vacation Accruals: Part-time employees shall accrue four (4) hours vacation leave per month if the total hours actually worked are at least sixty (60) hours for each pay period in the month.

3) With the exception of crediting sick leave on the date of hire, employees credited with less than sixty hours (60) per pay period shall earn NO Vacation and/or Sick Leave credit for such period.

4) When on leave, a Part Time Bus Operator will receive pay at a flat rate of 6.5 hours in lieu of calculating the Average Work Day (AWD), assuming the employee has enough leave accruals for use at the time the leave takes place.

**B. RETIREMENT BENEFITS**

1) Part-time employees represented by SMART shall be enrolled in the Public Agency Retirement System (PARS) upon date of hire unless the employee was previously enrolled in the California Public Employees' Retirement System (CalPERS). Employee contributions to PARS shall be paid through payroll deduction and the contribution rate shall be set by PARS. Upon completing one-thousand (1,000) work hours, the employee will be enrolled in CalPERS at the appropriate tier and subject to the contribution provisions set forth in Article 4, Section 2 of this MOU.

**C. HEALTH INSURANCE BENEFITS**

1) The City shall provide a comprehensive health benefit plan at cost to the employee upon eligibility. A part-time employee becomes eligible for health insurance if the employee worked an average of thirty (30) hours or more per week over the last twelve (12) months of service, upon review.

**D. EXEMPTIONS FROM OTHER BENEFITS**

1) Part-time employees shall be exempted from all other benefits provided by the CITY except as specifically stated in this section or required by law.

## ARTICLE 8. MISCELLANEOUS

### SECTION 1. MINIMUM QUALIFICATIONS: CLASS A OR B COMMERCIAL DRIVER'S LICENSE

**A.** City employees who are required to maintain a Class A or Class B Commercial Driver's License as part of the minimum qualifications of their classification will have ninety (90) calendar days to renew their license from the date of expiration. Failure to renew within the ninety (90) day period will result in employment separation. If an employee cannot renew their license due to a serious medical condition, the City will toll the ninety (90) day period until all protected leave and reasonable accommodation process have been exhausted.

### SECTION 2. PENDING POST-ACCIDENT DRUG TEST RESULTS

**A.** Employees who are required to submit to a drug and alcohol test following a preventable or non-preventable accident shall be compensated for their scheduled work hours, or the average workday of a part-time Bus Operator, during such time that test results are pending a final disposition. This provision shall be applicable to post-accident testing under either the authority of the Federal Transportation Agency (FTA), Federal Motor Carrier Safety Administration (FMCSA), or the City's Anti-Drug and Alcohol Abuse Policy.

### SECTION 3. DISTRACTED DRIVING POLICY – See Exhibit "C"

### SECTION 4. TIME-OFF FOR SMART REPRESENTATIVES

**A.** The following activities shall be considered Association activities and shall be subject to the release time provisions set forth below: investigating potential or existing grievances, or otherwise enforcing a collective bargaining agreement or memorandum of understanding; meeting and

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conferring with representatives of the public employer on matters within the scope of representation; testifying or appearing as the designated representative of the exclusive representative in conferences, hearings or other proceedings before the Public Employment Relations Board or civil court in matters relating to a charge filed by the exclusive representative against the public employer or by the public employer against the exclusive representative; testifying or appearing as the designated representative of the exclusive representative in matters before the governing body of the public employer or an arbitrator or hearing officer; and serving as a representative of the exclusive representative for new employee orientation.

**B.** SMART shall annually provide to the Human Resources Officer in writing a list of SMART officers and stewards and shall as necessary notify the Human Resources Officer of any changes therein. SMART representatives shall be given reasonable time off with no loss of pay when attending Association activities, as determined by the Human Resources Officer, and as defined above. With the exception of attending labor negotiations or attending SMART board meetings, the City limits only one (1) SMART representative (General Chairperson or shop steward) to attend meetings related to employee representation matters in addition to the SMART International Representative. The City shall provide release time without loss of compensation from work time for up to three (3) employed Union representatives to participate in collective bargaining related to this Agreement. Release time shall include one (1) hour before the scheduled start time for those sessions scheduled less than a full day. When meetings regarding employee representation matters are held during the SMART representative's scheduled work hours, release time will be provided for the representative. If such meetings, as described above, are held during the bargaining unit representatives' work hours, the representative shall be compensated for the time spent at the meeting with no loss of pay. Meetings held at times outside of the representative's regular work shift or outside of his/her scheduled split work shift are not compensable. However, if a Union meeting is scheduled during a regular split shift of a SMART Board member, the additional for the split will still be paid. At the conclusion of collective bargaining, bargaining unit representatives shall have up to one hour to caucus and then must return to work and complete their scheduled work hours.

**C.** Release time from regular work duties for SMART business shall be pre-approved by the employee's supervisor and whenever possible shall be requested by the employee at least forty-eight (48) hours in advance so as to allow the department to make any necessary adjustments for work coverage. The CITY shall not unreasonably withhold such release time, and SMART and its representatives shall make every effort to schedule regular meetings and all SMART business at a time and place that is least disruptive to CITY operations. Furthermore, employees who do not return to work at the end of each authorized release time shall not be compensated for the additional time off.

**D.** With the prior consent of the Director of Transportation or designee, duly authorized representatives of SMART shall have the right to contact employees at work, with respect to interpretation or application of this MOU, the Gardena Municipal Code, Personnel Rules and Regulations, or the Salary and Compensation Plan or other matters related to wages, hours or working conditions. It is further agreed that such contact shall not interfere with work in progress or in any way disrupt normal city operations.

**E.** The CITY shall make available at least one time per month a meeting room with telephone for the use of the SMART representatives for the purpose of maintaining liaison with its membership.

**F.** SMART shall notify the Director of Transportation or designee in writing at least fourteen (14) days in advance of the scheduled meeting date, time and location for the conduct of regular SMART business. The Director of Transportation or designee shall then notify staff of the time and location of such meeting so that employees may be released from normal work assignments to attend said meeting.

**SECTION 5. COMMUNICATIONS FOR SMART BUSINESS**

The CITY will establish a computer use policy that will allow the appropriate use of the e-mail

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system for SMART business communication, similar to telephone and mail systems. The CITY and SMART agree to meet and confer to discuss any changes to said policy.

**SECTION 6. LABOR-MANAGEMENT MEETINGS**

The CITY and SMART agree to a Labor-Management meeting process to discuss any and all issues confronting either side. Either party may request such meeting. The Director of Transportation or designee and/or other pertinent management personnel will attend such meetings along with the SMART Board or its designated representative.

**SECTION 7. CITY RIGHTS**

**A.** Except to the extent expressly abridged by a specific provision of this MOU, the City's Personnel Rules and Regulations, the Classification and Compensation Plan, and the Gardena Municipal Code, and other applicable legislation, the CITY reserves and retains, solely and exclusively, all of its inherent rights to manage its operations, as such rights existed prior to the execution of this or any previous MOU or agreement with SMART or any other union or association.

**B.** Without limiting the generality of the foregoing, the sole and exclusive rights of the CITY which are not abridged by this MOU include, but are not confined to, the right to determine the mission of its constituent departments, commissions, and boards; set standards of service; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; contract out any such operations, services, or work; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

**C.** The CITY has the legal obligation to insure the health, welfare and safety of its citizens, which necessitates the prompt and uninterrupted continuation of its functions. Thus, city officials have the right to exercise the administrative initiative necessary to carry out these responsibilities

**SECTION 8. FINANCIAL IMPACT**

In recognition of mutual benefit and interest, the CITY and SMART agree to meet and confer if any condition arises that substantially impacts the City's continued financial stability and to work together to ensure the continuous delivery of quality public services while protecting employee salaries and benefits to the highest degree possible.

**SECTION 9. NON-DISCRIMINATION**

No employee shall be discriminated against for exercising his or her rights as enumerated in this MOU, the City's Personnel Rules and Regulations, or other applicable policies, rules and regulations.

**SECTION 10. NO STRIKE - NO LOCKOUT**

**A.** SMART agrees that there will be no strike, stoppage, slowdown, "sick-in," sit down, refusal to perform work, or other interference with operations, nor any picketing or refusal to enter upon the City's premises, on any account, or in connection with any grievance or dispute and the CITY agrees that it will engage in no lockouts during the term of this MOU.

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**B.** The foregoing undertaking of SMART is binding upon its officers, agents, stewards, committee members, and other representatives, who are obligated not to cause or condone any of the prohibited activity and who are obligated to take affirmative steps to prevent or halt any such activity on the part of any employee. Failure of any such representative who is an employee to carry out his obligation shall subject him to dismissal or other disciplinary action on that account. Participation by any other employee in any of the prohibited activity will be just cause for dismissal or other disciplinary action.

## SECTION 11. CONFLICT OF MOU AND RESOLUTION

**A.** It is understood and agreed that there exists within the City, in written form, certain personnel rules, policies, practices and benefits, generally contained in the City's Personnel Rules and Regulations, which will continue in effect, except as modified herein with respect to the employees covered by this MOU.

**B.** In the event of proposed changes to the City's Personnel Rules and Regulations, SMART shall be advised, for the purpose of enabling the CITY and SMART to meet and confer as soon as possible with respect to any such proposed changes.

## SECTION 12. VALIDITY OF MOU

**A.** Should any portion of this MOU or any provision herein contained be rendered or declared invalid by reason of any existing or subsequent enacted legislation or by any decree of a court of competent jurisdiction, such invalidation or such portion of this MOU shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

**B.** The parties hereto mutually agree, during the term of this MOU, not to seek to meet and confer for the purpose of modifying any provision contained in this MOU unless the parties mutually agree in writing to do so. Should the parties agree to meet and confer during the term of this MOU, neither party shall be obliged to add to, subtract from, or otherwise modify the terms herein, but if it is the desire of both parties to institute such changes, such changes shall not be precluded by this or any other provision of this MOU.

**C.** Nothing contained in this MOU shall be interpreted to preclude the parties from meeting and conferring during the term hereof with respect to the interpretation and/or application of the provisions of this MOU, the City's Personnel Rules and Regulations, Classification and Compensation Plan or the provisions of the Gardena Municipal Code which deal with personnel matters, insofar as these documents affect the members of SMART.

## SECTION 13. TERM OF MOU

The term of this MOU shall be for the period of July 1, 2025 to June 30, 2028. The parties shall comply with the law and meet and confer within a reasonable period upon request to negotiate a successor MOU.

## SECTION 14. OTHER ITEMS

**A.** Should the parties subsequently agree to additional language changes on any matter that will further future negotiations, such language shall be adopted as an addendum to the ratified MOU and incorporated into the MOU at the appropriate time.

Such addendum shall be subject to ratification of SMART members and the approval of the City Council of the City of Gardena and shall be implemented upon such approval.

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**SECTION 15. BINDING UPON SUCCESSORS**

**A.** This MOU shall be binding upon any other employee organization or union that, during the term of this MOU, succeeds SMART as the recognized employee organization to represent the employees covered by this MOU.

**SECTION 16. DUES DEDUCTIONS**

**A.** SMART will provide the CITY with notice of SMART members who have provided written authorization for payroll dues deductions to SMART. The CITY agrees to deduct from the net amount due each pay day the monthly dues of each employee in the list. If there are any changes to the list, SMART will provide the CITY with an updated list.

**B**. SMART shall indemnify, defend and hold the City harmless from any and all claims, demands, or suits, or other action arising from the organizational security provisions contained herein, including, claims for deductions made in reliance on SMART's representations and certifications regarding valid written employee dues deduction authorizations.

**SECTION 17. NEW EMPLOYEE UNION ORIENTATION**

**A.** The Union will be provided reasonable notice of new hires within the bargaining unit. The Union will select one representative to meet with the new employee(s). When selecting its representative, the Union will make reasonable efforts to minimize disruption to the department operational needs. The Union will be provided up to one hour for its portion of the new employee Union orientation, to take place during the first two weeks of employment, and management shall not be present during this portion of the new employee orientation.

**SECTION 18. BULLETIN BOARD**

**A.** The Union shall have access to two (2) glass-enclosed bulletin boards, which shall be locked with a key in the possession of the Union, for purposes of posting pamphlets, handbills and other literature related to Union business. Postings on the bulletin board shall comply with the law and City policies (e.g., Harassment Policy and Complaint Procedures). Postings that do not comply with the law and/or City policies will be removed.

## ARTICLE 9. EMPLOYEE CONDUCT AND DISCIPLINE

**SECTION 1. GENERAL PROVISIONS**

Corrective action is defined in this Agreement as any effort taken by management to effect an improvement in the behavior of an employee who is not functioning according to the standards and practices established by management. Management response to problem behaviors within the work environment should begin immediately upon identification of the problem and should focus on expeditiously correcting the problem. Within this context, corrective actions are not defined as disciplinary but may be used as the basis for initiating the disciplinary process as specified in this Agreement.

Disciplinary actions, as used within this Agreement, include any management action taken to enforce conformity to standard policies, rules and regulations and other administrative or legal requirements or practices designed to promote the efficient and effective functioning of City operations. All disciplinary actions must be properly documented as outlined herein.

**SECTION 2. AUTHORITY TO TAKE CORRECTIVE AND DISCIPLINARY ACTIONS**

Any authorized supervisor or manager may take corrective action as needed with the employees within his/her assigned work group. The Director of Transportation or his/her designee shall have the power and duty to take disciplinary action pursuant to provisions of this Agreement.

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**SECTION 3. TYPES OF CORRECTIVE AND DISCIPLINARY ACTIONS**

**A. CORRECTIVE ACTIONS:**

1) Counseling: Open discussion with the employee to clarify expected behavior and need for corrective action regarding current performance. Emphasis is on problem identification and support in seeking a positive resolution of the problem.

2) Written Reminder: An official notification in writing by an authorized departmental manager or supervisor, or by the Director of Transportation or his/her designee, to the employee that there is cause for dissatisfaction with his or her services and that further disciplinary measures may be taken if the cause is not corrected.

**B. DISCIPLINARY ACTIONS:**

1) Written Reprimand: An official notification in writing by an authorized departmental manager or supervisor, or by the Director of Transportation or his/her designee to the employee that there is cause for dissatisfaction with his or her services and that further disciplinary measures may be taken if the cause is not corrected. A Written Reprimand is a disciplinary action and as such is made part of the employee's official department file and the City Personnel File, with a copy given to the employee.

2) Suspension: An employee is placed on non-pay status for disciplinary reasons, including, but not limited to poor performance, unsatisfactory behavior, or misconduct. The maximum number of days that an employee may be suspended from work without pay in any calendar year is thirty (30) calendar days. The fact that an employee has been suspended for the maximum number of days shall not be an impediment to imposition of additional discipline. Rather, the Director of Transportation or his/her designee may impose greater disciplinary measures.

3) Reduction in Salary: A temporary or permanent reduction in pay step within the employee's pay range may be given for any one (1) disciplinary action as defined in this Agreement. A reduction in pay step within range is the withdrawal of increments granted for merit, efficiency and length of service. The maximum reduction in pay for any one (1) disciplinary action shall not exceed two (2) steps within the range for the employee's pay class and shall become effective on the date of the disciplinary action.

4) Demotion: An employee may be demoted to a lower classification or rank with reduction in salary.

5) Dismissal: An employee may be discharged from the municipal service.

**SECTION 4. GROUNDS FOR DISCIPLINARY ACTION**

Disciplinary action shall be taken for cause as to permanent employees, which may include, but is not limited to the following, insofar as they related to the employee's ability to perform the functions required by his/her employment with the City.

1) Fraud.
2) Dishonesty, including but not limited to falsification of records or making a false statement.
3) Incompetence or unsatisfactory performance.
4) Neglect of duty, i.e., failure to perform duties required of an employee within his/her position adequately.
5) Insubordination.
6) Willful disobedience.
7) Disrespect or discourteous treatment of the public, fellow employees or officials of the City.
8) Use, possession, sale or being under the influence of alcohol, illegal drugs or controlled substances, including but not limited to prescription medication taken without or in excess of a valid prescription, while on duty, on City property, in City vehicles or using City equipment.

9) Unjustified violence or threat of violence during work hours.

10) Excessive absenteeism that negatively impacts the employee's performance and/or the performance of other employees, regardless of the fact that the employee may have taken accrued and available sick leave, but without consideration of statutorily protected leaves.

11) Excessive tardiness.

12) Abuse of sick leave, including but not limited to use of sick leave when an employee is not sick and/or is otherwise not eligible to use sick leave by law.

13) Unauthorized absence.

14) Negligence or improper use of City property, or unauthorized, or carelessness in the use, care and handling of City Property.

15) Theft of City Property.

16) Violation of any of the provisions of the ordinances, resolutions or any rules and regulations that may be prescribed by the City Council, City Manager or published in the department or division of the employee.

17) Violation of or refusal to subscribe to any oath or affirmation, which is required by law in connection with City Employment.

18) Any act of conduct which, either during or outside of duty hours, is incompatible with service to the public that it causes discredit or would reasonably tend to cause discredit to fall upon the City, its employees, officers or departments/divisions.

19) Inattention to duty, or indolence.

20) Outside employment which is incompatible with the employee's position and not specifically authorized by the appointing authority or City Manager.

21) Acceptance from any source of a reward, gift or other form of remuneration in addition to regular compensation by an employee for the performance of his/her official duties.

22) Engaging in political activity during working hours, in a City uniform, and/or on City premises.

23) Misuse or Falsification of City records.

24) On or off duty conduct unbecoming of an employee of the City of Gardena.

## SECTION 5. NOTICE OF DISCIPLINARY ACTION (PERMANENT EMPLOYEES)

### A. NOTICE OF INTENT TO DISCIPLINE

A written Notice of Intent to Discipline as prescribed in this Section shall be given to the permanent employee by the Director of Transportation or his/her designee whenever a suspension, reduction-in-pay, demotion or dismissal of the employee is proposed for disciplinary reasons. When prior notification is not possible because of an emergency or immediate action is necessary, notification shall be given within forty-eight (48) hours after the action is taken to discipline the employee. A copy of each Notice of Intent to Discipline shall be forwarded to the Human Resources Office.

The Notice of Intent to Discipline shall state:

1) The disciplinary action proposed.

2) The specific charges upon which the action is based, including reference to the specific City or Department Rule or Regulation claimed to be violated.

3) A summary of the facts upon which the charges are based.

4) Notice of the employee's right to respond to the charges, either orally or in writing, including the date, time, and person to whom the employee may respond.

5) Copies of the materials on which the intended discipline is based shall be provided concurrently with the Notice of Intent.

6) Failure to respond in the time specified shall constitute a waiver of the right to respond.

### B. RESPONSE TO NOTICE OF INTENT

Except in emergency situations or by agreement, permanent employees receiving a Notice of Intent to suspend, reduce salary, demote or dismissal shall be given an opportunity to informally respond orally or in writing within fourteen (14) calendar days from the date of the Notice. The employee may present any information that is pertinent to the proposed action.

### C. NOTICE OF DISCIPLINARY ACTION

If it is decided to proceed with the disciplinary action, a Notice of Disciplinary Action shall be served upon the permanent employee within seven (7) calendar days of the decision to impose disciplinary action. A copy will then be sent to the Human Resources Office for inclusion in the employee's official Personnel Service File.

The Notice of Disciplinary Action shall indicate the following:

1) The disciplinary action implemented.

2) The date of its implementation.

3) The specific City or departmental rules and regulations on which the violation is based.

4) A summary of the facts and circumstances involved in the violation.

5) Any rights of administrative appeal to which the employee is entitled.

## SECTION 6. APPEAL OF DISCIPLINARY ACTION (PERMANENT EMPLOYEES)

If the permanent employee wishes to appeal any disciplinary action of suspension, reduction in salary, demotion or dismissal, he/she shall submit to the Human Resources Office within seven (7) calendar days of receiving the Notice of Disciplinary Action, a statement specifying the basis or bases for the appeal.

Any permanent employee who has been suspended for five (5) days or less shall be entitled to an appeal to the City Manager. Any permanent employee who has been suspended for more than five (5) days, given a reduction in salary, demoted or dismissed for disciplinary reasons shall be entitled to an appeal to the City Council.

Written reprimands are not appealable; within thirty (30) days of receiving a written reprimand, an employee may submit any written response and/or rebuttal, which response and/or rebuttal will be reviewed by the Director of Transportation, and attached and included with the Written Reprimand in the employee's Personnel File.

### A. APPEAL TO THE CITY MANAGER

The City Manager shall meet with the permanent employee on the propriety of the disciplinary action. The employee may present to the City Manager information relevant to the imposition of discipline.

1) Findings and Orders. The City Manager may sustain, modify or reject the disciplinary action, taking into account the factors noted below:

(a) Whether there was a preponderance of evidence to support just cause for the disciplinary action.

(b) Whether there were violations or omissions of procedure in implementing the disciplinary action.

(c) Whether the disciplinary action taken was unreasonable, capricious and arbitrary in view of the offense, the circumstances surrounding the offense, and the past record of the employee.

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No action will be sustained if the disciplinary action taken resulted solely from unlawful discrimination.

2) Notification of Employee. The decision of the City Manager shall be forwarded to the affected employee within fourteen (14) days of the meeting.

**B. APPEAL TO THE CITY COUNCIL**

1) Election to Conduct Hearing. The City Council shall at its next regular meeting consider the appeal and elect to either hear the matter itself (at a subsequent date) or request the Human Resources Officer to submit a list of three (3) Hearing Officers who would be made available to the agency under contract to provide special personnel services. From this list of three (3) Hearing Officers, the City Council shall select one, who will conduct a hearing in accordance with the provisions of this Agreement.

2) Conduct of the Hearing. The permanent employee may be represented by any person or attorney as he/she may select and may, at the hearing, produce on his/her behalf relevant oral or documentary evidence. Cross- examination of witnesses shall be permitted. The conduct and decorum of the hearing shall be under the control of the Mayor, if the City Council elects to hear the appeal, or the Hearing Officer, with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to technical rules relating to evidence and witnesses. Hearings shall be open unless the employee requests in writing to have a closed hearing.

3) Findings, Recommendations and Decisions.

(a) City Council. If the City Council has elected to hear the appeal itself, it shall within fifteen (15) calendar days after the conclusion of the hearing, affirm, revoke, or modify the disciplinary action taken. The City Council's decision shall be final.

(b) Hearing Officer. If a Hearing Officer hears the appeal, he or she shall, within fifteen (15) calendar days after the conclusion of the hearing, issue his or her findings and recommendations in writing to the employee and to the City Council. The City Council shall review the findings and recommendations of the Hearing Officer and may then affirm, revoke, or modify the disciplinary action taken. The decision of the City Council shall be final. The City Council shall not order harsher discipline without first having reviewed the official transcripts of the hearing.

(c) Judicial Review. The decision of the City Council shall be binding, subject to judicial review pursuant to the provisions of Section 1094.5 of the California Code of Civil Procedure and further subject to the time limits for seeking such review pursuant to Section 1094.6 of the Code of Civil Procedure made applicable to the City by Gardena Municipal Code 1.12.040.

(d) Representation and Time Waiver. The affected employee shall have the right to be represented by legal counsel and/or a Union representative at any stage in the above proceedings. All time frames may be waived by mutual agreement of all parties.

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## ARTICLE 10. IMPLEMENTATION

### SECTION 1. ADOPTION OF RESOLUTION

Following approval of this MOU by the City Council, its terms and conditions shall be implemented by appropriate resolution or other lawful action.

**RESTATED AND EXECUTED by and between the parties on the 27th day of October 2026, at Gardena, California.**

**CITY OF GARDENA**

By: Tasha Cerda, Mayor

TASHA CERDA, Mayor

**SHEET METAL, AIR, RAIL & TRANSPORTATION UNION TRANSPORTATION DIVISION**

By: _____

JAMES SANDOVAL, SMART International Vice-President

By: _____

NORA FERRELL, Bus Operator

By: _____

TEILDA McKISSIC LUCAS, Bus Operator

By: _____

TIMOTHY WOODS, Bus Operator

**ATTESTED:**

By: Becky Romero

BECKY ROMERO, City Clerk

**APPROVED AS TO FORM:**

By: _____

CARMEN VASQUEZ, City Attorney

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**EXHIBIT "A"**

**SENIOR PAY BONUS - MONTHLY RATES**

| | * 5 - 9 * | * 10 - 14 * | * 15 - 19 * | * 20 - 24 * | * 25 - 29 * | * 30-34 * | * 35-39 * | * 40+* |
|---|---|---|---|---|---|---|---|---|
| **A** | 65.00 | 145.00 | 245.00 | 345.00 | 445.00 | 545.00 | 645.00 | 745.00 |
| **B** | 67.00 | 147.00 | 247.00 | 347.00 | 447.00 | 547.00 | 647.00 | 747.00 |
| **C** | 69.00 | 149.00 | 249.00 | 349.00 | 449.00 | 549.00 | 649.00 | 749.00 |
| **D** | 71.00 | 151.00 | 251.00 | 351.00 | 451.00 | 551.00 | 651.00 | 751.00 |
| **E** | 73.00 | 153.00 | 253.00 | 353.00 | 453.00 | 553.00 | 653.00 | 753.00 |
| **F** | 75.00 | 155.00 | 255.00 | 355.00 | 455.00 | 555.00 | 655.00 | 755.00 |
| **G** | 77.00 | 157.00 | 257.00 | 357.00 | 457.00 | 557.00 | 657.00 | 757.00 |
| **H** | 79.00 | 159.00 | 259.00 | 359.00 | 459.00 | 559.00 | 659.00 | 759.00 |
| **I** | 81.00 | 161.00 | 261.00 | 361.00 | 461.00 | 561.00 | 661.00 | 761.00 |
| **J** | 83.00 | 163.00 | 263.00 | 363.00 | 463.00 | 563.00 | 663.00 | 763.00 |
| **K** | 85.00 | 165.00 | 265.00 | 365.00 | 465.00 | 565.00 | 665.00 | 765.00 |
| **L** | 87.00 | 167.00 | 267.00 | 367.00 | 467.00 | 567.00 | 667.00 | 767.00 |
| **M** | 89.00 | 169.00 | 269.00 | 369.00 | 469.00 | 569.00 | 669.00 | 769.00 |
| **N** | 91.00 | 171.00 | 271.00 | 371.00 | 471.00 | 571.00 | 671.00 | 771.00 |
| **O** | 93.00 | 173.00 | 273.00 | 373.00 | 473.00 | 573.00 | 673.00 | 773.00 |
| **P** | 95.00 | 175.00 | 275.00 | 375.00 | 475.00 | 575.00 | 675.00 | 775.00 |
| **Q** | 97.00 | 177.00 | 277.00 | 377.00 | 477.00 | 577.00 | 677.00 | 777.00 |
| **R** | 101.00 | 201.00 | 301.00 | 401.00 | 501.00 | 601.00 | 701.00 | 801.00 |
| **S** | 103.00 | 203.00 | 303.00 | 403.00 | 503.00 | 603.00 | 703.00 | 803.00 |
| **T** | 106.00 | 206.00 | 306.00 | 436.00 | 536.00 | 636.00 | 736.00 | 836.00 |
| **U** | 108.00 | 223.00 | 338.00 | 458.00 | 578.00 | 703.00 | 803.00 | 903.00 |
| **V** | 110.00 | 225.00 | 340.00 | 460.00 | 580.00 | 705.00 | 805.00 | 905.00 |
| **W** | 112.00 | 227.00 | 342.00 | 462.00 | 582.00 | 707.00 | 807.00 | 907.00 |
| **X** | 114.00 | 234.00 | 354.00 | 474.00 | 594.00 | 719.00 | 819.00 | 919.00 |
| **Y** | 116.00 | 236.00 | 356.00 | 476.00 | 596.00 | 721.00 | 821.00 | 921.00 |
| **Z** | 118.00 | 238.00 | 358.00 | 538.00 | 620.00 | 722.00 | 822.00 | 922.00 |

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**EXHIBIT "B"**

**July 2021**

**TRANSIT OPERATIONS SUPERVISOR TRAINING PROGRAM**

The Operations team has been working on development of a training program that would provide GTrans bus operators a path for future promotion to Transit Operations Supervisor. The goal of the program is to develop a pool of skilled and talented candidates eligible for promotion while also improving staff morale through the provision of training opportunities.

The program is designed to be a 12-month Supervisor Training Program. As discussed in further detail below, the program is broken down into two major parts, 14 weeks of Supervised hands- on job training and 38 weeks of actual performance of the job.

The proposed details of program development are outlined in the following sections, with details of the training program content included as Attachment A.

## Applicant Criteria

The criteria to be used in consideration for acceptance into the Supervisor Training Program would include the following:

- Must have been a GTrans Bus Operator for a minimum of three (3) years (FT or PT) (Relief Operator time counts)
- Must not have received any written reprimands, suspensions or other disciplinary action during the past 12 months.
- Must not have had more than 2 miss-outs during the past 12 months.
- Must not have had more than 9 unscheduled absences during the past 12 months.
- Must have worked a minimum of 1800 hours during the past 12 months.
- A written statement detailing the reasons an applicant would like to be accepted into the program.
- An oral interview conducted by Transit Operations Manager, Training and Safety Supervisor and other GTrans staff as appropriate.
- The final selection will be based on a combination of performance record and oral interview.

## Pay Rates

It is recommended that during Supervisor Training Program trainees receive the following compensation:

- During the supervised portion of the Training program (approx. 14 weeks) they receive a (**$2 increase) from their current Step.**
- During the unsupervised portion of the Training Program (approx. 38 weeks) they receive **(Step 1 of Salary Schedule 117**.
- After successful completion of the Training Program (12 months) we would create a **LEAD OPERATOR PREMIUM of $3.00. Operators who maintain in good standing and who are called upon to perform Supervisory duties will get the $3.00 per hour, for hours worked.**

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**The Training Program**

The program is broken down into two major parts, approximately 14 weeks of Supervised hands-on job training and approximately 38 weeks of actual performance of the job.

**Supervised portion of the Training program:**

1st Module- Intro to Transit Supervision
2nd Module- Dispatch/Hands On Training
3rd Module- Road Supervision/Hands On Training
4th Module- Training and Coaching-Complaint Investigation/Evaluations

**Unsupervised portion of the Training Program**:

5th Module- Actually performing the full duties of a Supervisor (Road, Dispatch, Admin etc...)

**Evaluation Criteria**

At the conclusion of each training module we propose that trainees receive an evaluation prior to proceeding to the next module. It is recommended that an evaluation criteria be used in determining whether a trainee will move to the next module and their acceptable performance in the program will be based on the listing of specific Transit Operations Supervisor shift duties. These daily job duties will be used to develop an evaluation sheet that program instructors will use to assess competence in core job tasks associated with each training module.

**Failure to adhere to City or department procedures may result in disciplinary action and/or ending of the Training program at Managements discretion.**

**Instructors**

We propose using a combination of instructors: City Staff, GTrans Management Team, Operations Supervisors, and our Training and Safety Supervisor as the primary instructors for the program. Given some of the topics that the trainees will cover, we also would recommend having other staff from Human Resources and Gardena PD participate in the program. There may be opportunities for participation by some outside staff from other local transit agencies if they have expertise in particular disciplines.

**Activities After Completion of Training Program (LEAD OPERATOR PREMIUM)**

After the successful completion of the training program, trainees would return to the Bus Operator classification and resume their scheduled work assignments. However, given the experience gained from the training program, program graduates would be available to be used to supplement the existing Transit Operations Supervisor staff as needed. This could include their usage in situations such as being scheduled to work as supervisors periodically with regular assignments on pre-scheduled days (i.e., on Mondays or Fridays), for special assignments, during special events, or due to the absence of an existing supervisor.

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This provides the opportunity to continue their growth and experience in undertaking the duties of an Operations Supervisor, provide refresher opportunities and to strengthen their ability to compete if a new Operations Supervisor position were made available for recruitment.
The Transportation Department reserves the full right to control the amount of Trainees in the program, determine the necessity to use Lead Bus Operators after completion of the Training Program.

An outline of the training program setup and topics is listed in Attachment A.

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**EXHIBIT "B"**

**ATTACHMENT A**

**TRANSIT OPERATIONS SUPERVISOR TRAINING PROGRAM**

**MODULE I – INTRODUCTION TO TRANSIT ROUTE SUPERVISION (3 WEEKS)**

**Welcome to GTrans Transit Supervisor Orientation**

**Agency orientation**

- Agency history
- Mission, goals and objectives
- Reporting structure/chain of command
- Services/system familiarization
- Service area/routes/schedules

**Role of a Transit Supervisor**

- Transit Operations Supervisor Role - the position and its role at GTrans
  - Teacher - train new supervisors
  - Coach - provide bus operators an understanding of policies and procedures
  - Monitor - safety, security, compliance, service performance
  - Leader - exhibit supervisory/leadership skills towards GTrans mission and values
  - Spokesperson - representative for rule enforcement, police intervention, court proceedings
  - Facilitator - lead task team, give oral presentations, motivate, guide, support
  - Evaluator - bus operator performance, written evaluations, adherence to policy
- Supervisor Shift Duties/Responsibilities

**Transit Facilities**

- Inspection of transit facilities
- Identification of yard and shop hazards
- Parking instructions/restrictions
- Movement of vehicle in the yard
- Shop
- Service pits/bays
- Lift areas
- Wash bay
- Fueling facility
- Vaulting
- Emergency shut-off systems

**Customer Service/Interpersonal Skills**

- Identification of GTrans Customers

Customers within the GTrans Organization

- Operations

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- Maintenance
- Administrative
- City Council members
- City Manager's Office
- Human Resources
- Risk Management
- Information Technology

External Customers

- Transit riders
- Non-riders residents of the City of Gardena
- Emergency responders
- Media
- Community groups/support groups
- Advisory groups/legislative boards
- School groups
- Regulatory/DOT
- Labor unions

- Leadership/Communication
- Problem solving and decision making
- Conflict Management/De-Escalation
- Recognition of signs of violent behavior
- Communication with people with special needs
- Awareness of cultural/language and diversity issues
  - Title VI/LEP Plan

**GTrans Policies**

- Employee Handbook
- Attendance policy
- Performance standards
- Employee code of conduct
- Required safety meetings
- Violence in the Workplace
- Emergency communication procedures
- Employee Assistance Programs (EAP)
- Return to work/Light duty programs
- Performance Evaluation Process

**Federal and State Regulations**

- Drug/Alcohol Awareness
  - Conditions for Testing (DOT/Non-DOT)
  - Reasonable Suspicion
- ICS/NIMS certification
- SSPP - System Safety Program Plan
- SSEPP - System Security Emergency Preparedness Plan
- FMCSR
- Medical requirements

- Vehicle regulations/laws
- Blood-borne Pathogens
- Spill containment and reporting
- ADA - Compliance & Responsibility
    - Stop/route announcement requirement
    - Boarding/alighting & securement
    - Signage
- FLSA
- Hours and wages
- FMLA- Basic requirements of the law
- HIPPA- Basic requirements of the law
- EEOC
- Harassment policies
- Non-Discrimination policies
- NTD - Reporting requirements
- California Highway Patrol inspections
- CalTIP

**Labor Relations**

- Policies, procedures and workplace rules
- Labor agreements
- Progressive discipline
- Grievance process

**MODULE II – DISPATCH (4 WEEKS)**

**Communication Systems Technology**

- Communication protocol
- Telephone/cell phone policy and usage
- Radio usage procedures
- Hand-held radio procedures
- On-board intelligent vehicle technologies
- Public address system
- Desktop/laptop computer and productivity software
- Monitor and maintain security infrastructure
- Security alarms
- Closed circuit television
- AVL/CAD Dispatching

**Window Dispatch Administrative Functions**

- Forms/Reports
    - Daily Dispatch Sheet (DDS)
    - Employee Leave
    - Record of Contact (ROC)
- Activities
    - Uniform checks
- Customer Complaint Investigation
- Accident Reports
- Incident Reports

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- On-the-Job Injury Reports
- Emergency Communication Procedures

**MODULE III – ROAD SUPERVISION (4 WEEKS)**

**On-Street Operations**

- Monitor and enforce compliance with rules and Standard Operation Procedures
- Fleet start-up, pull out and pull in procedures
- Safe driving/defensive driving skills
- Local area navigational skills
- Checking on-time performance
- DVIR checks
- Investigating bus operator and customer service issues
- Making route adjustments
- Schedule/headway adjustments
- Detours
- Special Events
- Emergencies
- Minor vehicle troubleshooting
- Writing ROC citations
- Evaluation of bus stops and amenities
- Supervisor transport of customers
- Identify and mitigate safety and security issues
- Inspect and process lost and found items

**Mechanical Emergencies/Equipment Failures**

- Vehicle warning indicators
- Fuel and fluid leaks and containment
- Brake, steering, and acceleration failure
- Tire Failure
- Stalled vehicle
- Roadway/highway
- Railroad crossings
- Warning devices

**Medical Emergencies**

- Identification and assessment
- Response procedures and reporting
- Bloodborne pathogens issues

**Incident Emergencies**

- On board incidents
- Boarding and alighting
- Collisions
- Pedestrians/cyclists
- Rollovers

**Incident and Emergency Response**

- Hazard recognition and response

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- Secure and stabilize incident scene and equipment
- Interview witnesses
- Documentary photography
- Identify, secure and preserve evidence
- Investigate, analyze and prepare collision/incident reports
- Initiate/expedite drug and alcohol testing
- Coordination with law enforcement
- Crowd management
- First Aid/CPR/AED
- Crime and terrorism prevention

**Security Emergencies**

- Threats, robberies and assaults
- Other weapons (guns/knives/mace)
- Suspicious behavior/packages
- Bombs and weapons of mass destruction
- Hijacking

**Vehicle Evacuations**

- When, where and how
- Special situation considerations (fire, bomb, collision)
- Customer considerations/special needs

**Vehicle Fires**

- Types of fires
- Use of fire extinguisher
- Systems shut off

**MODULE IV – TRAINING AND COACHING (3 WEEKS)**

**Training, Coaching and Mentoring**

- Written communication skills
- Grammar
- Oral communication (person to person)
- Understanding your audience
    - "Think before you talk"
    - Body language
    - Eye contact
    - Tone of voice
    - Active listening
- Giving direction and instructions
    - Leading by example
    - Attitude matters
    - Courtesy and patience
    - Being firm, fair and consistent
    - Appearance matters
    - Reliability
    - Attentiveness
    - Availability

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- Teaching and Evaluation skills (one on one)
    - Performance evaluations
- Group presentation skills
- Performance coaching
- Performance counseling
- Investigative skills

**Training and Presentation Aids**

- Classroom set-up
- Audio-visual and multimedia equipment
- Administering skills tests and evaluations
- Training program evaluation
- Curriculum development/instructional design
- Specialized training technologies

**Training Documentation**

- Hours and elements of training
- Classroom
- Behind the wheel
- Equipment certification
- Rules, policies and procedures

**Bus Operator Instruction**

- Defensive driving
- Collision prevention
- Bus Operator "Ride-Alongs"

## MODULE V – WORK EXPERIENCE (38 WEEKS)

- Trainee is included in regular Operations Supervisor weekly schedule rotation and participation in SMART and quarterly training sessions, as well as special training programs (i.e., new fareboxes, new bus technology, changes in operational procedures)

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**EXHIBIT "C"**
*Revised 6/15/21*

## DISTRACTED DRIVING POLICY

### 1. PURPOSE

To establish a policy to ensure a safe environment for employees and the public while operating City-owned vehicles and equipment. This policy sets forth the City of Gardena's rules and limitations on the use of electronic devices while operating a vehicle or equipment.

### 2. APPLICABILITY

This policy applies to all SHEET, METAL, AIR, RAIL & TRANSPORTATION (SMART) members.

### 3. DEFINITIONS

a. **Electronic Device** – For the purpose of this policy, an electronic device is any device that makes or receives phone calls, leaves messages, sends, or receives text messages, e.g., SMS/MMS/iMessage or similar yet to be developed technology or alerts, accesses the internet, receives or sends a global positioning system (GPS) signal, allows for uploads or downloads of data, text or images, or requires any user action to operate. These include but are not limited to mobile cellular phones, tablets, laptops, global positioning systems (GPS), gaming devices, electronic book devices, MP3 players, televisions, radios, video players, smart watches or other wearable interactive devices, as well as any similar or future devices known by different names, whether or not the device is company issued.

Use of an electronic device includes, but is not limited to: viewing or listening to any media; playing any games; checking the time or notifications; communicating with another person or another device, such as phone calls, text messages or emails; accessing the internet; using any software applications; taking pictures or videos; recording audio, or any other interaction with a device not listed above.

b. **Distracted Driving** – For the purpose of this policy, distracted driving means any driving activity a person engages in while using an electronic device when operating a motor vehicle and equipment. Such activities have the potential to distract the person from the primary task of driving and increase the risk of crashing and injury to self, others and City property and vehicles.

c. **Passenger-Vehicle** – A vehicle that is available to the general public and there is a reasonable expectation of carrying passengers that directly pay fares. Passenger vehicles also include vehicles operated in 'free fare' service and vehicles that are intended to transport relief employees to and from a vehicle. Examples of passenger

vehicles include, but are not limited to; bus, paratransit vehicles, relief vehicles, passenger vans and any other vehicles used by departments to transport public passengers.

d. **Non-Passenger Vehicle** – A vehicle that assists in maintenance construction, inspection or other functions that support the operations of the City. They are not intended to transport public passengers but may do so in certain special circumstances such as emergencies and abnormal operating conditions. Examples of non-passenger vehicles include, but are not limited to, administrative vehicles, forklifts, golf carts, street sweepers, tractors, and other maintenance vehicles. Non-passenger vehicles transporting public passengers for any reason must adhere to the passenger vehicle restrictions.

e. **Hands-Free Device** – An attachment, add-on, built-in feature or addition to an electronic device that, when used, allows for the free use of hands for other actions. This includes a hands-free device that requires the use of hands to initiate or terminate a telephone call or to turn the device on or off. Examples include, but are not limited to, Bluetooth devices, headsets (wired or wireless), and speakerphones. These devices can be installed or portable. A smart watch or other wearable interactive devices are **not** considered a hands-free device.

## 4. POLICIES AND PROCEDURES

a. **No Use of Electronic Devices While Operating Passenger Vehicles**

i. Bus Operators are prohibited from using or interacting with an electronic device while operating a passenger vehicle.

ii. Bus Operators may use an electronic device only after the vehicle has been properly stopped and secured and only in one of the following conditions:

1. while they are on break;
2. when they reach the end of the line;
3. while stationary on a Stage bus;
4. while waiting to be relieved by a relief Operator; or
5. while waiting for assistance as a result of a mechanical breakdown, or accident.
6. while in “Out of Service” as dictated by the Operators paddle or authorized by a Supervisor.

b. **Limited Use of Electronic Devices While Operating Non-Passenger Vehicles**

i. Employees are prohibited from using an electronic device while operating a non-passenger vehicle, except in the following circumstances:

1. Employees may use a hands-free device while operating a non-passenger vehicle.

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2. GPS units in non-passenger vehicles are permitted. However, physical interaction with the device is only permitted while the vehicle is stopped and secured. Directions or other options on a GPS must be submitted prior to operating the vehicle.

3. Use of one-way radios or monitoring installed AM/FM radios or similar devices are permitted in non-passenger vehicles, as long as the volume and interaction is kept at a minimum to avoid distraction.

4. Employees operating portable or mobile City-issued two-way radio equipment (e.g., walkie-talkie, bus or car radios) are permitted to use and must be used in safe manner at all times.

5. While operating a non-passenger vehicle, employees may use an electronic device while they are on a break, or stopped for City business, but only after the vehicle has been properly stopped and secured. Once the break, or before the vehicle is put in motion again, the employee must put the electronic device away.

c. **Use of Electronic Devices in Emergency Circumstances**

i. Pursuant to the California Vehicle Code, employees may use a cell phone (without a hands-free device) while driving in the course and scope of their employment with the City for emergency purposes, including, but not limited to, an emergency call to a law enforcement agency, health care provider, fire department, or other emergency services agency or entity. In case of an emergency, the employee will attempt to make sure the vehicle is secured as soon as practicable.

ii. In case of an emergency where on-board communication equipment is inoperable on a passenger vehicle, the employee may use electronic device to contact emergency services once the vehicle has been stopped and secured in a safe location.

**5. Enforcement**

Anytime the City receives a complaint, suspects a violation, or observes an employee violating this policy, the City may seek to verify the action by requesting the employee provide information from their personal electronic devices for the time frame in question.

6. **Discipline (excluding at-will employees)**

a. The first violation of this policy while operating a passenger vehicle will result in discipline up to a seven-day suspension without pay or, at the City's discretion, a reduction in pay equivalent to the suspension. A reduction in pay will be administered over a maximum of 3 months.

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i. Any post-disciplinary appeal of a suspension up to seven days, or the equivalent reduction in pay, as described above will be heard by the Human Resources Officer in accordance with Section 16.6(a) of the City's Personnel Rules and Regulations.
ii. The City is not precluded from seeking greater discipline, up to and including termination, if the employee violates other City policies and procedures. If greater discipline is imposed, then any post-disciplinary appeal will be heard in accordance with Section 16.6(b) of the City's Personnel Rules and Regulations.

b. The second violation of this policy while operating a passenger vehicle within seven years of the first violation will result in termination.

c. Violation of this policy while operating a non-passenger vehicle may result in discipline.

d. When administering discipline under this policy, supervisors and managers must comply with the procedural requirements for imposing discipline under the applicable collective bargaining agreement for represented employees.