

**TAHOE TRANSPORTATION DISTRICT (TTD)**

**FINANCE AND PERSONNEL COMMITTEE**

**Meeting Agenda**

**Tahoe Regional Planning Agency  
128 Market Street  
Stateline, NV**

**November 6, 2024  
2:00 p.m.**

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The Tahoe Transportation District Finance and Personnel Committee meeting will be physically open to the public at the Tahoe Regional Planning Agency, Stateline, NV. In accordance with California and Nevada law, Committee members may be teleconferencing into the meeting via GoToWebinar. This meeting will be held in accordance with requirements under Government Code section 54953(f).

Committee members: Lori Bagwell-Chair, Alexis Hill, Brooke Laine, Nick Speal, Raymond Suarez

To attend the TTD Committee and Board Meetings remotely, use the following link:

<https://attendee.gotowebinar.com/register/8266615944240431968>

There is only one registration link for the meetings. After registering, you will receive a confirmation email containing information about joining the webinar.

Members of the public may observe the meeting and submit comments in person at the above locations or via GoToWebinar. Members of the public may also provide public comment by sending comments to the Clerk to the Board by email at [jallen@tahoetransportation.org](mailto:jallen@tahoetransportation.org). Please note which agenda item the comment pertains to. Comments will be distributed at the meeting and attached to the minutes of the meeting. Comments for each agenda item should be submitted prior to the close of that agenda item.

Any member of the public who needs accommodations should email or call Judi Allen who will use her best efforts to provide reasonable accommodations to provide as much accessibility as possible, while also maintaining public safety in accordance with TTD's procedure for resolving reasonable accommodation requests. All reasonable accommodations offered will be listed on the TTD website at [tahoetransportation.org](http://tahoetransportation.org).

All items on this agenda are action items unless otherwise noted. Items on the agenda may be taken out of order. The Committee may combine two or more items for consideration. The Committee may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

**I. CALL TO ORDER AND GENERAL MATTERS**

- A. Roll Call and Determination of Quorum
- B. *For Possible Action:* Approval of Agenda for November 6, 2024
- C. *For Possible Action:* Approval of Minutes of October 2, 2024

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**II. PUBLIC INTEREST COMMENTS**

All comments are to be limited to no more than three minutes per person for matters not listed on this agenda. Comments made cannot be acted upon or discussed at this meeting, but may be placed on a future agenda for consideration.

### III. DISCUSSION ITEMS

- |   | <u>Page</u> |
|---|-------------|
| A. <i>For Possible Action:</i> Review and Recommend Acceptance of the District's Financial Statement of Operations for the First Two Months of Fiscal Year 2025 Through August 31, 2024 to the TTD Board of Directors ( <i>Board Agenda Item V.A., Page #6</i> )  | <b>3</b>    |
| B. <i>For Possible Action:</i> Recommend the TTD Board Authorize the District Manager to Execute a Purchase Order with RO Bus Sales Under the Nevada State Purchasing Division Bid Number 80DOT-S2850 for Transit Vehicles, for the Purchase of Four Transit Vehicles (Two All-Wheel Drive Gasoline Vans and Two Battery-Electric Vans) and Associated Modifications and Equipment, Not to Exceed \$595,000 ( <i>Board Agenda Item V.B., Page #23</i> ) | <b>20</b>   |
| C. <i>For Possible Action:</i> Recommend the TTD Board of Directors Approve Contract Amendment 1 with Parametrix, Inc. to Amend the Existing Contract in the Amount of \$160,760 for a Total Amount Not to Exceed Amount of \$1,026,923 for the Data Aggregation Plan for Lake Tahoe Basin Roadways SMART Grant Program ( <i>Board Agenda Item V.C., Page #28</i> )   | <b>25</b>   |
| D. <i>For Possible Action:</i> Recommend the TTD Board of Directors Adopt Resolution 2024-05 Approving the Collective Bargaining Agreement with Teamsters Local Union No. 533 and Authorize the District Manager to Execute the Agreement ( <i>Board Agenda Item V.D., Page #36</i> )   | <b>33</b>   |

### IV. PUBLIC INTEREST COMMENTS

### V. ADJOURNMENT

#### COMPLIANCE WITH PUBLIC NOTICE REQUIREMENTS

This notice and agenda has been posted at the TTD office and at the Stateline, Nevada post office. The notice and agenda has also been posted at the North Tahoe Conference Center in Kings Beach, the Incline Village GID office, the North Tahoe Chamber of Commerce, all teleconference locations listed above, and on the TTD website: [www.tahoetransportation.org](http://www.tahoetransportation.org).

For those individuals with a disability who require a modification or accommodation in order to participate in the public meeting, please contact Judi Allen at (775) 589-5502 or [jallen@tahoetransportation.org](mailto:jallen@tahoetransportation.org).

#### Nevada Open Meeting Law Compliance

Written notice of this meeting has been given at least three working days before the meeting by posting a copy of this agenda at the principal office of the Board and at three other separate, prominent places within the jurisdiction of the Board not later than 9 a.m. of the third working day before the meeting.

Written notice of this meeting has been given by providing a copy of this agenda to any person who has requested notice of the meetings of the Board. Such notice was delivered to the postal service used by the Board not later than 9 a.m. of the third working day before the meeting for transmittal to the requester by regular mail, or if feasible for the Board and the requester has agreed to receive the

public notice by electronic mail, transmitted to the requester by electronic mail sent not later than 9 a.m. of the third working day before the meeting.

Supporting materials were provided to any person requesting such materials and were made available to the requester at the time the material was provided to the members of the Board or, if provided to the members of the Board at the meeting, were made available to the requester at the meeting and are available on the TTD website: [www.tahoetransportation.org](http://www.tahoetransportation.org). Please send requests for copies of supporting materials to Judi Allen at (775) 589-5502 or [jallen@tahoetransportation.org](mailto:jallen@tahoetransportation.org).



**TAHOE TRANSPORTATION DISTRICT  
FINANCE AND PERSONNEL COMMITTEE MEETING MINUTES  
October 2, 2024**

**Committee Members in Attendance:**

Lori Bagwell, Carson City  
Alexis Hill, Washoe County  
Brooke Laine, El Dorado County  
Nick Speal, CA Gov Appointee  
Raymond Suarez, SS-TMA (attended remotely)

**Others in Attendance:**

Carl Hasty, Tahoe Transportation District  
Joanie Schmitt, Tahoe Transportation District  
Judi Allen, Tahoe Transportation District

**I. CALL TO ORDER AND GENERAL MATTERS**

A. Roll Call and Determination of Quorum

The meeting of the Committee was called to order by Ms. Bagwell at 2:15 p.m. at the Tahoe Regional Planning Agency and via GoToWebinar. Roll call was taken and it was determined a quorum was in attendance for the Committee.

B. Approval of Agenda for October 2, 2024

Motion/second by Ms. Hill/Mr. Speal to approve the Committee agenda for today's meeting. The motion passed unanimously.

C. Approval of Minutes for August 7, 2024

Motion/second by Mr. Speal/Ms. Hill to approve the Committee minutes. The motion passed unanimously.

**II. PUBLIC INTEREST COMMENTS**

No public interest comments were made.

**III. DISCUSSION ITEMS**

A. Review and Recommend Acceptance of the District's Financial Statement of Operations for the First Month of Fiscal Year 2025 Through July 31, 2024 to the TTD Board of Directors

Ms. Schmitt reviewed this item.

Action Requested: For Possible Action

Ms. Hill moved to recommend acceptance of the District's Financial Statement of Operations for the first month of fiscal year 2025 through July 31, 2024. Mr. Suarez seconded the motion. The motion passed unanimously.

B. Recommend Adoption of Resolutions 2024-003 and 2024-004 Authorizing the District Manager to Execute Claims for the California Transportation Development Act Funds for the El Dorado County Portion of Lake Tahoe, Including the City of South Lake Tahoe for Transit Operations for Fiscal Year

2025 for Transit Service and Transit Capital Provided by the Tahoe Transportation District to the TTD Board of Directors

Ms. Schmitt reviewed this item.

Action Requested: For Possible Action

Ms. Hill moved to recommend the Board adopt Resolutions 2024-003 and 2024-004 to the TTD Board of Directors. Mr. Suarez seconded the motion. The motion passed unanimously.

C. Recommend Approval of the Selection of the Employee Health Benefit Program for the Period December 1, 2024 through November 30, 2025 to the TTD Board of Directors

Ms. Aspero reviewed this item.

Action Requested: For Possible Action

Mr. Speal moved to recommend approval of the selection of the employee health benefit program to the TTD Board of Directors. Ms. Laine seconded the motion. The motion passed unanimously.

**IV. PUBLIC INTEREST COMMENTS**

No public interest comments were made.

**V. ADJOURNMENT**

The meeting was adjourned at 2:30 p.m.

Respectfully Submitted:

*Judi Allen  
Executive Assistant  
Clerk to the Board  
Tahoe Transportation District*

*(The above meeting was recorded in its entirety, anyone wishing to listen to the aforementioned tapes, please contact Judi Allen, Clerk to the Board, (775) 589-5502.)*



MEMORANDUM

Date: October 31, 2024

To: Tahoe Transportation District (TTD) Finance and Personnel Committee

From: TTD Staff – Joanie Schmitt, CFO

Subject: Review and Recommend Acceptance of the District’s Financial Statement of Operations for the First Two Months of Fiscal Year 2025 Through August 31, 2024 to the TTD Board of Directors

**Action Requested:**

It is requested the Committee review and recommend acceptance of the Financial Statement of Operations for the first two months of fiscal year 2025 (FY25) ending August 31, 2024 to the Board of Directors.

**Fiscal Analysis:**

TTD is reporting increases to the overall FY25 fund balances of \$53,031 in the General Fund, \$540 in the Capital Improvement Program (CIP) Fund, \$1,656,134 in the Transit Operations (TO) Fund, and \$137,848 in the Parking Systems (PS) Fund through August 31, 2024.

**Background:**

Staff has completed analyzing financial information for the first two months of FY25, ended August 31, 2024. The presentation of the financial information will highlight August activity and continues to detail TTD’s funds: General, CIP, TO, and PS (Attachment A).

**Discussion:**

**General Fund –**

Overall, the District ended with an increase of \$28,424 for August activity. The increase can be summarized as follows:

<b><u>District Operations Revenues</u></b>		<b><u>District Operations Expenses</u></b>	
State of Nevada	\$28,875	Personnel	\$43,390
Local Revenues	\$4,584	Admin Support (ICAP)	(\$35,076)
Rental Car Mitigation Fees (RCMF)	\$4,758	Insurance	\$3,088
Administrative Fees	\$11,424	Rent, incl. Utilities	\$3,692
Contributions	\$0	Telephone	\$1,244
Miscellaneous	\$0	Professional Services	\$1,597
Interest	<u>\$1,714</u>	Dues, Subscriptions, Fees	\$2,307
		Supplies	\$1,320
		Transfer - Grant Match	\$39
		Legal Fees	\$882
		Travel, Training	\$0
		Other	<u>\$448</u>
<b>Total Revenues</b>	<b>\$51,355</b>	<b>Total Expenses</b>	<b>\$22,931</b>

JS/ja

AGENDA ITEM: V.A.  
FPC AGENDA ITEM: III.A.

TTD received the State of Nevada FY25 contribution totaling \$346,500 in August from TRPA. The revenue will be recognized in 12 equal monthly installments of \$28,875.

Local Revenue totaling \$4,584 consists of \$4,167 received from Douglas County and \$417 from Carson City.

The administrative fees of \$11,424 were received from the Parking System fund and are based on 10% of parking revenue collected during the month.

The net result increased the General Fund's overall fund balance to \$1,344,901, which is \$53,031 more than at the start of the fiscal year.

CIP Fund –

August activity ended in an increase of \$260, resulting from interest of \$270 earned on project advances, less bank fees of \$10. Below is a brief recap of activity for the CIP Fund.

<u>Funding Source</u>	<u>Expenditures</u>	<u>Grant Balance</u>
Caltrans		
Congestion Mitigation Air Quality (CMAQ)	\$1,499	\$504,375
Federal Transit Administration		
FTA 5339 (NDOT Planning)	\$0	\$74,281
TDA STA Reserve (Match)	\$0	\$18,570
TDA LTF Reserve (Bus Inspections)	\$4,050	\$0
TDA SGR FY24 (Bus Match)	\$0	\$22,225
FTA 5310 FY23 (Bus Purchase - ADA)	\$0	\$23,939
TDA STA FY25 (Bus/Vehicles Match)	\$0	\$27,062
FTA 5339 (NDOT) (Support Vehicles)	\$0	\$29,000
TDA STA Reserve (Match)	\$0	\$0
FTA 5339 (FY17)	\$0	\$24,519
FTA 5339 (FY19)	\$0	\$167,969
FTA 5339 (FY20 & FY21)	\$0	\$123,704
FTA 5339C	\$0	\$3,400,000
FTA 5310	\$0	\$35,187
TDA LTF Reserve (Bus Match)	\$1,050	\$292,517
FTA 5339C (FY18)	\$0	\$692,276
FTA 5310 (FY17 & 19)	\$0	\$35,187
US DOT		
SMART	\$45,550	\$1,087,155
US Fish & Wildlife Service		
Spoooner Mobility Hub	\$2,186	\$162,779
NDOT		
Recreational Travel Phase II	\$749	\$115,413
General Fund (Match)	\$39	\$6,074
TAP – SR 28 North Parking Lots	\$38,488	\$972,023
Washoe County Bond Sale (Match)	\$2,026	\$345,390
Incline Mobility Hub (Demo Plan)	\$0	\$74,281
TDA STA Reserve (Match)	\$0	\$18,570
Surface Transportation Block Grant (STBG)		
Caltrans – US 50	\$14,248	\$1,763,929
NDOT – Facility Plan	\$8,676	\$401,053
Douglas County (Match)	\$457	\$21,108
NDOT – Central Corridor (Chimney)	\$2,937	\$2,161,488

JS/ja

AGENDA ITEM: V.A.  
FPC AGENDA ITEM: III.A.



Tahoe Fund (Match)	\$142	\$681
Highway Infrastructure Program (HIP)		
Caltrans – US 50	\$0	\$470,655
California Sustainable Planning (ZEB)	\$1,317	\$235,400
TDA LTF Reserve (Match)	\$171	\$30,499
Bank Fees	\$10	
Total Expenditures	\$123,595	

The net August activity resulted in increasing CIP's overall fund balance to \$7,269, which is \$540 (interest net bank fees) more than at the start of the fiscal year.

Transit Fund -

Overall, the District ended with a decrease of \$302,875 for August activity. The decrease can be summarized as follows:

**Revenue Detail**

FTA	
5307	\$110,292
5311	\$87,500
5310	\$0
Transportation Development Act (TDA)	\$0
Low Carbon Transit Operations Program	\$0
Nevada State Parks	\$85,000
El Dorado County	\$2,314
Solar Renewable Energy Credits	\$0
Hybrid Voucher Incentive Program	\$0
Miscellaneous	\$14,667
Sale of Fixed Asset (Scrap)	\$0
Insurance Claims	\$0
Interest	\$3,716
<b>Total Revenues</b>	<b>\$303,489</b>

**Operations**

**Expense Detail**

Personnel	\$344,398
Fuel/Fuel Tax	\$28,242
Insurance	\$17,616
Repairs/Maintenance	\$14,900
Professional Services/Contracts	\$34,384
Facility Rent/Utilities/Phone	\$26,792
Supplies	\$2,430
Dues, Subscriptions, Member Fees	\$7,052
ICAP	\$34,065
Transfer - Grant Match	\$5,271
Depreciation/Amortization/Warranty	\$83,728
Advertising/Outreach	\$1,630
Equipment under \$5K	\$0
Capital Outlay	\$0
Other Expenses	\$5,856
<b>Total Expenses</b>	<b>\$606,364</b>

**Increase/(Decrease) (\$302,875)**

JS/ja

AGENDA ITEM: V.A.  
FPC AGENDA ITEM: III.A.

FY25 TDA revenue will begin to be recognized once TRPA's Governing Board approves TTD's FY25 TDA application.

Upon approval of the Collective Bargaining Agreement at this November Board meeting, Personnel costs will be adjusted according to the agreement terms. The resulting financial changes and correlating revenues will appear on the November financial statements, which are expected to be presented at the February 2025 Board meeting.

The net result decreased Transit's overall fund balance for the year to \$13,542,178, which is \$1,656,134 more than at the start of the fiscal year.

Parking System (PS) Fund-

The Parking System Fund experienced an increase of \$45,327 for August activity. The recap is as follows:

<u>Parking Systems Revenues</u>		<u>Parking Systems Expenses</u>	
Parking Meters	\$109,654	Personnel	\$10,315
Parking Event Fees	\$0	Contracts	\$43,625
Parking Non-Compliance	\$4,588	Professional Services	\$399
Interest	<u>\$1,225</u>	Subscriptions, Dues	\$55
		Telephone	\$160
		Admin Fees	\$11,424
		Bank/Credit Card Fees	\$3,957
		Supplies	\$0
		Amortization	\$195
		Other	<u>\$10</u>
<b>Total Revenue</b>	<b>\$115,467</b>	<b>Total Expenses</b>	<b>\$70,140</b>

Contract expenses of \$43,625 resulted from Nevada State Parks restriping "Bus Only" pull-out on SR28 near Hidden Beach.

The Amortization expense is due to TTD's subscription with FlowBird for the parking meter software. Per Governmental Accounting Standards Board statement 96, subscriptions are considered an intangible asset and amortized over the life of the agreement (three years).

Year-to-date revenues and expenses between Parking Systems Operations and Parking Systems Non-Compliance are provided in the PS Financial Statement.

The net result increased Parking System's overall fund balance for the year to \$962,535, which is \$137,848 more than at the start of the fiscal year.

Balance Sheet-

The detailed balance sheet as of August 31, 2024, is included in Attachment A.

The capital asset balance, net of depreciation and amortization, includes \$10,545,258 in the Transit fund. Should the District choose to liquidate a federalized/state asset, permission from the governmental agency is required and their obligation takes priority.

Cash Flows –

Staff has included FY25 cash flows for the governmental funds (General and CIP), along with the enterprise funds (TO and PS) in Attachment B.

JS/ja

AGENDA ITEM: V.A.  
FPC AGENDA ITEM: III.A.

Updated Grant Status Report -

Staff has updated the Grant Requests/Awards/Closeouts (Attachment C).

**Additional Information:**

If you have any questions or comments regarding this item, please contact Joanie Schmitt at (775) 589-5507 or jschmitt@tahoetransportation.org.

**Attachments:**

- A. August Financial Statement
- B. FY25 Cash Flow
- C. Updated Grant Status Report

**Tahoe Transportation District  
Balance Sheet  
As of August 31, 2024**

	TOTAL	General	CIP	Transit	PS	GFA
<b>ASSETS</b>						
Cash & Equivalents	2,106,307	1,616,137	(2,167,370)	1,656,807	1,000,733	0
Accounts Receivable	3,663,475	11,088	2,537,870	1,110,405	4,112	
Prepays	260,590	31,332		229,174	85	
Inventory	381,144			381,144		
*Capital Assets, Net Depreciation and Amortization	10,942,200			10,935,762	6,438	
<b>TOTAL ASSETS</b>	<b>17,353,716</b>	<b>1,658,556</b>	<b>370,499</b>	<b>14,313,292</b>	<b>1,011,369</b>	<b>0</b>
<b>LIABILITIES</b>						
Accounts Payable	405,046	16,573	244,738	99,592	44,143	0
Deferred Revenues	478,488	297,082	118,493	62,914		
Nevada State Bank - LOC						
Subscriptions Payable	385,620			380,949	4,672	
Insurance Payable	73,871			73,871		
EE Compensated Absences	153,479			153,479		44,025
Accrued Interest Payable	329			310	19	
<b>TOTAL LIABILITIES</b>	<b>1,496,833</b>	<b>313,655</b>	<b>363,230</b>	<b>771,114</b>	<b>48,834</b>	<b>44,025</b>
<b>NET POSITION</b>						
Invested in Capital Assets	6,502,700	0	0	6,502,700	0	0
Restricted	1,458,391			1,458,391		
Unrestricted	4,246,917	816,622		2,720,841	709,454	(36,218)
Assigned	72,413	69,120	3,293			
<b>SUB TOTAL NET POSITION BALANCES</b>	<b>12,280,422</b>	<b>885,742</b>	<b>3,293</b>	<b>10,681,932</b>	<b>709,454</b>	<b>(36,218)</b>
Projected FY 24 Increase/(Decrease) to Fund Balance	1,728,908	406,128	3,436	1,204,111	115,233	(3,572)
FY 25 Increase/(Decrease) to Fund Balance	1,847,553	53,031	540	1,656,134	137,848	(4,236)
<b>TOTAL NET POSITION</b>	<b>15,856,883</b>	<b>1,344,901</b>	<b>7,269</b>	<b>13,542,178</b>	<b>962,535</b>	<b>(44,025)</b>
<b>TOTAL LIABILITIES &amp; NET POSITION</b>	<b>17,353,716</b>	<b>1,658,556</b>	<b>370,499</b>	<b>14,313,292</b>	<b>1,011,369</b>	<b>0</b>

\* The capital asset and land balances, net of depreciation/ amortization, include \$10,545,258 in transit fund, \$0 in the governmental-wide fund and \$0 in the Parking Systems fund of federalized / state obligations. Should the District choose to liquidate a federalized asset, permission from the governmental agency is required and their obligation takes priority.

**Tahoe Transportation District  
Statement of Operations  
July 1, 2024 through August 31, 2024**

	<b>TOTAL</b>	<b>General</b>	<b>CIP</b>	<b>Transit</b>	<b>PS</b>	<b>GFA</b>
<b>Revenues</b>						
Federal Grants	2,813,939		2,257,950	555,989		
State Funding	281,871	57,750	134,577	89,544		
Contributions	758		758			
Local Revenues	9,168	9,168				
General Revenues	14,673			14,673		
Charges for Services	272,927	34,892			238,035	
Special Items	14,460	3,661	559	7,702	2,537	
Pass-Through Revenue						
<b>TOTAL REVENUES</b>	<b>3,407,796</b>	<b>105,471</b>	<b>2,393,845</b>	<b>667,908</b>	<b>240,573</b>	
<b>Expenses</b>						
Personnel	724,063	78,546	17,871	610,273	17,372	
Personnel - Compensated Absences	48,120			48,120		4,236
Contracts	291,851		248,226		43,625	
Fuel	59,431			59,431		
Depreciation, Amortization, Warranty	159,917			159,527	390	
Other Operating	275,656	32,784	5,231	196,323	41,318	
ICAP - 10%		(59,320)	1,787	57,533		
Capital Outlay						
Interest	1,206			1,187	19	
Other Funding Sources		429	2,120,190	(2,120,619)		
Pass-Through Expenses						
<b>TOTAL EXPENSES</b>	<b>1,560,244</b>	<b>52,440</b>	<b>2,393,305</b>	<b>(988,226)</b>	<b>102,725</b>	<b>4,236</b>
<b>FY 25 Increase / (Decrease) to Fund Balance</b>	<b>1,847,553</b>	<b>53,031</b>	<b>540</b>	<b>1,656,134</b>	<b>137,848</b>	<b>(4,236)</b>

**Tahoe Transportation District  
General Fund  
Statement of Operations  
July 1, 2024 through August 31, 2024**

	General Fund Activity			Actual vs Budget			Program YTD District Ops
	July	Aug	1st Qtr	YEAR TO DATE	Board Approved Budget	Var %	
<b>Revenues</b>							
<b>General Revenues</b>							
State Revenue - NV	28,875	28,875	57,750	57,750	330,000	17.50%	57,750
Local Revenues	4,584	4,584	9,168	9,168	175,000	5.24%	9,168
Contributions					21,500	0.00%	
Miscellaneous					1,000	0.00%	
<b>Total General Revenues</b>	<b>33,459</b>	<b>33,459</b>	<b>66,918</b>	<b>66,918</b>	<b>527,500</b>	<b>12.69%</b>	<b>66,918</b>
<b>Charges for Services</b>							
Administrative Fees	12,379	11,424	23,804	23,804	49,554	48.04%	23,804
Rental Car Mitigation Fees	6,330	4,758	11,088	11,088	85,000	13.04%	11,088
<b>Total Charges for Services</b>	<b>18,709</b>	<b>16,182</b>	<b>34,892</b>	<b>34,892</b>	<b>134,554</b>	<b>25.93%</b>	<b>34,892</b>
<b>Special Items</b>							
Sale of Fixed Assets							
Interest Revenue	1,948	1,714	3,661	3,661	12,000	30.51%	3,661
<b>Total Special Revenues</b>	<b>1,948</b>	<b>1,714</b>	<b>3,661</b>	<b>3,661</b>	<b>12,000</b>	<b>30.51%</b>	<b>3,661</b>
<b>TOTAL REVENUES</b>	<b>54,116</b>	<b>51,355</b>	<b>105,471</b>	<b>105,471</b>	<b>674,054</b>	<b>15.65%</b>	<b>105,471</b>
<b>Expenses</b>							
<b>Operating</b>							
Personnel	35,156	43,390	78,546	78,546	587,903	13.36%	78,546
Admin Support	(24,243)	(35,076)	(59,320)	(59,320)	(301,709)	19.66%	(59,320)
Repairs & Maintenance					15,000	0.00%	
Insurance	3,088	3,088	6,175	6,175	39,240	15.74%	6,175
Facility Rent	3,692	3,692	7,385	7,385	49,200	15.01%	7,385
Telephone	1,798	1,244	3,042	3,042	15,846	19.20%	3,042
Supplies	1,320	1,320	2,640	2,640	28,300	9.33%	2,640
Advertising & Public Relations					1,500	0.00%	
Reproduction & Printing					750	0.00%	
Postage					425	0.00%	
Dues, Subscriptions & Publications	5,067	2,307	7,374	7,374	21,006	35.11%	7,374
License & Permits						100.00%	
Professional Services/Contracts	1,474	1,597	3,071	3,071	34,475	8.91%	3,071
Legal Services	1,543	882	2,425	2,425	25,000	9.70%	2,425
Auditing Services					37,910	0.00%	
Bank Fee / CC Fees	65	62	127	127	3,200	3.95%	127
Transit Management - No Shore					20,000	0.00%	
Training					6,500	0.00%	
Travel					11,100	0.00%	
Events		66	66	66	1,500	4.42%	66
Miscellaneous Expenses	159	319	479	479	23,500	2.04%	479
<b>Total Operating</b>	<b>29,119</b>	<b>22,892</b>	<b>52,011</b>	<b>52,011</b>	<b>620,646</b>	<b>8.38%</b>	<b>52,011</b>
<b>Capital Outlay</b>							
Office & Equipment over \$5000	0	0	0	0	0	100.00%	0
Office & Equipment under \$5000							
CIP over \$5000							
Reimbursed Capital Expenses							
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>

**Tahoe Transportation District  
General Fund  
Statement of Operations  
July 1, 2024 through August 31, 2024**

	General Fund Activity			Actual vs Budget			Program YTD
	July	Aug	1st Qtr	YEAR TO DATE	Board Approved Budget	Var %	District Ops
<b>Interest</b>							
Interest Expense	0	0	0	0	1,000	0.00%	0
<b>Total Interest Expense</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,000</b>	<b>0.00%</b>	<b>0</b>
<b>Other Financing Sources</b>							
Preventive Maint (In)	0	0	0	0	0	100.00%	0
Capital Outlay (In) Out							
Transfer (In) Out	390	39	429	429	16,206	2.65%	429
<b>Total Other Financing Sources</b>	<b>390</b>	<b>39</b>	<b>429</b>	<b>429</b>	<b>16,206</b>	<b>2.65%</b>	<b>429</b>
<b>TOTAL EXPENSES</b>	<b>29,509</b>	<b>22,931</b>	<b>52,440</b>	<b>52,440</b>	<b>637,852</b>	<b>8.22%</b>	<b>52,440</b>
<b>Increase/(Decrease) to Fund Balance</b>	<b>24,607</b>	<b>28,424</b>	<b>53,031</b>	<b>53,031</b>	<b>36,202</b>	<b>146.49%</b>	<b>53,031</b>

**Tahoe Transportation District  
CIP Fund  
Statement of Operations  
July 1, 2024 through August 31, 2024**

	CIP Fund			Actual vs Budget			Program YTD						
	July	Aug	1st Qtr	YEAR TO DATE	Board Approved Budget	Var %	US 50	Regional Revenue - Rec Travel	Stateline to Stateline Bikeway (Parking Lots)	Facility Plans, IMH, SMH, Warrior Way, Upgrade,	SMART	Transit Ops Projects	Program Total
<b>Revenues</b>													
<b>Capital Grant &amp; Contributions</b>													
Surface Transportation Program (STP)	39,290	26,372	65,662	65,662	4,443,240	1.48%	28,437	8,157	14,439	14,628	0	0	65,662
Congestive Mitigation & Air Quality (CMAQ)	3,132	1,499	4,631	4,631	362,719	1.28%	4,631						4,631
Fish & Wildlife Services Fund	849	2,186	3,035	3,035	73,567	4.12%				3,035			3,035
US Dept of Transportation - SMART	45,544	45,550	91,093	91,093	768,023	11.86%					91,093		91,093
Highway Infrastructure Pgm (HIP)					345,655	0.00%							
Infrastructure - COVID	1,045	240	1,286	1,286	90,177	1.43%			1,286				1,286
Federal Transportation Administration	2,092,244		2,092,244	2,092,244	7,848,499	26.66%						2,092,244	2,092,244
Transportation Alternative Programs (TAP)	54,345	38,488	92,833	92,833	490,449	18.93%			92,833				92,833
CA Sustainable Transportation Planning	996	1,317	2,313	2,313	105,201	2.20%				2,313			2,313
CA SB 125 - Transit & Rapid Rail					1,091,743	0.00%							
Washoe County	2,860	2,026	4,886	4,886	35,810	13.64%			4,886				4,886
Douglas County	313	457	770	770	13,659	5.64%				770			770
State of Good Repair	33,775		33,775	33,775	100,000	33.78%						33,775	33,775
Contributions	617	142	758	758	144,551	0.52%			758				758
<b>Total Capital Grants &amp; Contributions</b>	<b>2,275,010</b>	<b>118,275</b>	<b>2,393,285</b>	<b>2,393,285</b>	<b>15,913,293</b>	<b>15.04%</b>	<b>33,068</b>	<b>8,157</b>	<b>114,202</b>	<b>20,745</b>	<b>91,093</b>	<b>2,126,019</b>	<b>2,393,285</b>
<b>Special Items</b>													
Interest Revenue	289	270	559	559	782	71.53%	0	0	462	98	0	0	559
<b>Total Special Items</b>	<b>289</b>	<b>270</b>	<b>559</b>	<b>559</b>	<b>782</b>	<b>71.53%</b>	<b>0</b>	<b>0</b>	<b>462</b>	<b>98</b>	<b>0</b>	<b>0</b>	<b>559</b>
<b>TOTAL REVENUES</b>	<b>2,275,299</b>	<b>118,545</b>	<b>2,393,845</b>	<b>2,393,845</b>	<b>15,914,075</b>	<b>15.04%</b>	<b>33,068</b>	<b>8,157</b>	<b>114,663</b>	<b>20,843</b>	<b>91,093</b>	<b>2,126,019</b>	<b>2,393,845</b>
<b>Expenses</b>													
Personnel	7,762	10,109	17,871	17,871	499,818	3.58%	1,234	2,284	6,761	5,083	2,510	0	17,871
Contract Services	140,971	107,254	248,226	248,226	8,217,660	3.02%	31,711	6,074	106,765	15,343	88,333		248,226
Reproduction & Printing					5,397	0.00%							
Rent Meeting Room					3,517	0.00%							
Supplies					3,815	0.00%							
License & Permits					5,750	0.00%							
Advertising / Outreach		111	111	111	14,112	0.79%				111			111
Postage					1,000	0.00%							
Utilities						100.00%							
Professional Services		5,100	5,100	5,100	112,385	4.54%						5,100	5,100
Administrative Fees						100.00%							
Bank Fees	10	10	19	19	12	161.33%			16	3			19
Training					6,662	0.00%							
Travel - Per Diem					9,594	0.00%							
Travel - Commercial Air					8,992	0.00%							
Travel - Auto					3,393	0.00%							
Miscellaneous						100.00%							
Dues & Subscriptions						100.00%							
Interest						100.00%							
ICAP - 10%	776	1,011	1,787	1,787	51,709	3.46%	123	228	676	508	251		1,787
<b>Total Operating</b>	<b>149,520</b>	<b>123,595</b>	<b>273,114</b>	<b>273,114</b>	<b>8,943,816</b>	<b>3.05%</b>	<b>33,068</b>	<b>8,587</b>	<b>114,218</b>	<b>21,049</b>	<b>91,093</b>	<b>5,100</b>	<b>273,114</b>

JS/ja



**Tahoe Transportation District  
CIP Fund  
Statement of Operations  
July 1, 2024 through August 31, 2024**

	CIP Fund			Actual vs Budget			Program YTD						
	July	Aug	1st Qtr	YEAR TO DATE	Board Approved Budget	Var %	US 50	Regional Revenue - Rec Travel	Stateline to Stateline Bikeway (Parking Lots)	Plans, IMH, SMH, Warrior Way, Upgrade, SMART	Transit Ops Projects	Program Total	
<b>Capital Outlay</b>													
Equipment over \$5000	2,459,444		2,459,444	2,459,444	7,884,461	31.19%	0	0	0	0	0	2,459,444	2,459,444
Equipment under \$5000					77,381	0.00%							
CIP Over \$5000						100.00%							
Reimb Capital Expenses	(2,459,444)		(2,459,444)	(2,459,444)	(7,961,842)	30.89%						(2,459,444)	(2,459,444)
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Other Financing Sources</b>													
Preventive Maint (In)	0	0	0	0	0	100.00%	0	0	0	0	0	0	0
Capital Outlay (In) Out	2,459,444		2,459,444	2,459,444	7,961,842	30.89%						2,459,444	2,459,444
Transfer (In) Out	(333,944)	(5,310)	(339,254)	(339,254)	(992,353)	34.19%		(429)		(300)		(338,525)	(339,254)
<b>Total Other Financing Sources</b>	<b>2,125,500</b>	<b>(5,310)</b>	<b>2,120,190</b>	<b>2,120,190</b>	<b>6,969,489</b>	<b>30.42%</b>	<b>0</b>	<b>(429)</b>	<b>0</b>	<b>(300)</b>	<b>0</b>	<b>2,120,919</b>	<b>2,120,190</b>
<b>TOTAL EXPENSES</b>	<b>2,275,020</b>	<b>118,285</b>	<b>2,393,305</b>	<b>2,393,305</b>	<b>15,913,305</b>	<b>15.04%</b>	<b>33,068</b>	<b>8,157</b>	<b>114,218</b>	<b>20,749</b>	<b>91,093</b>	<b>2,126,019</b>	<b>2,393,305</b>
<b>Increase / (Decrease) to Fund Balance</b>	<b>280</b>	<b>260</b>	<b>540</b>	<b>540</b>	<b>770</b>	<b>70.13%</b>	<b>0</b>	<b>0</b>	<b>446</b>	<b>94</b>	<b>0</b>	<b>0</b>	<b>540</b>

JS/ja

Tahoe Transportation District  
 Transit Fund  
 Statement of Operations  
 July 1, 2024 through August 31, 2024

	TO Fund Activity			Actual vs Budget			Program YTD
	July	Aug	1st Qtr	YEAR TO DATE	Board Approved Budget	Var %	Transit Operations
<b>Revenues</b>							
<b>Grants &amp; Contributions</b>							
FTA 5311	75,956	87,500	163,456	163,456	1,196,991	13.66%	163,456
FTA 5307	282,241	110,292	392,533	392,533	4,693,438	8.36%	392,533
FTA 5310					28,950	0.00%	
TDA - LTF					1,200,000	0.00%	
TDA - STA					700,000	0.00%	
CA SB 125 - Transit & Rail					500,000	0.00%	
LCTOP					279,000	100.00%	
NV State Parks		85,000	85,000	85,000	85,000	100.00%	85,000
El Dorado County	2,230	2,314	4,544	4,544	5,000	90.88%	4,544
Solar Renewable Energy Credits					10,000	0.00%	
Sac Emergency Clean Air						100.00%	
Hybrid Voucher Incentive Pgm						100.00%	
Contributions						100.00%	
<b>Total Grants &amp; Contributions</b>	<b>360,427</b>	<b>285,106</b>	<b>645,533</b>	<b>645,533</b>	<b>8,698,379</b>	<b>7.42%</b>	<b>645,533</b>
<b>Charges for Services</b>							
FareBox Revenue	0	0	0	0	0	100.00%	0
Pass Sales						100.00%	
Advertising Revenue						100.00%	
<b>Total Charges for Services</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>
<b>Special Items</b>							
Sale of Fixed Assets	0	0	0	0	2,500	0.00%	0
Miscellaneous	6	14,667	14,673	14,673	120	12227.50%	14,673
Insurance Claim Revenues						100.00%	
Interest Revenue	3,986	3,716	7,702	7,702	25,000	30.81%	7,702
<b>Total Special Items</b>	<b>3,992</b>	<b>18,383</b>	<b>22,375</b>	<b>22,375</b>	<b>27,620</b>	<b>81.01%</b>	<b>22,375</b>
<b>Pass Through Revenue</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>
<b>TOTAL REVENUES</b>	<b>364,419</b>	<b>303,489</b>	<b>667,908</b>	<b>667,908</b>	<b>8,725,999</b>	<b>7.65%</b>	<b>667,908</b>
<b>Expenses</b>							
<b>Operating</b>							
Personnel	313,995	344,398	658,393	658,393	5,647,468	11.66%	658,393
Contract						100.00%	
Vehicle Fuel	31,189	28,242	59,431	59,431	400,000	14.86%	59,431
Sales Tax on Fuel					700	0.00%	
Repair and Maintenance	22,309	14,900	37,209	37,209	559,860	6.65%	37,209
Insurance	8,737	17,616	26,352	26,352	350,000	7.53%	26,352
Reproduction & Printing					2,000	0.00%	
Facility Rent	15,101	15,012	30,113	30,113	208,496	14.44%	30,113
Facility Utilities	5,906	8,015	13,921	13,921	167,000	8.34%	13,921
Telephone	4,887	3,765	8,652	8,652	57,500	15.05%	8,652

Tahoe Transportation District  
 Transit Fund  
 Statement of Operations  
 July 1, 2024 through August 31, 2024

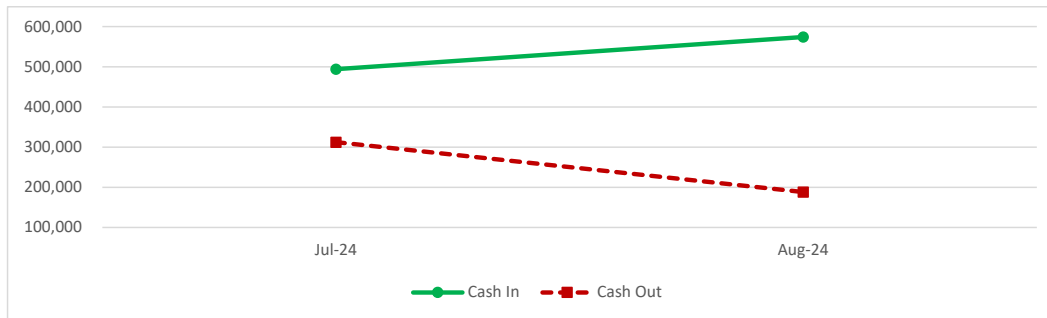
	TO Fund Activity			Actual vs Budget			Program YTD
	July	Aug	1st Qtr	YEAR TO DATE	Board Approved Budget	Var %	Transit Operations
<b>Expenses Continued</b>							
Supplies	2,367	2,430	4,797	4,797	78,250	6.13%	4,797
Advertising & Public Relations	518	1,630	2,148	2,148	100,000	2.15%	2,148
License & Permits	437		437	437	1,500	29.13%	437
Dues, Subscriptions and Publications	6,258	7,052	13,310	13,310	38,500	34.57%	13,310
Professional Services	13,102	34,384	47,485	47,485	285,250	16.65%	47,485
Bank Fees	658	673	1,331	1,331	7,000	19.01%	1,331
Training	2,120	145	2,265	2,265	22,672	9.99%	2,265
Travel		3,961	3,961	3,961	35,044	11.30%	3,961
Reimbursed Travel	2,500		2,500	2,500		-100.00%	2,500
Miscellaneous Expenses	1,949	1,078	3,027	3,027	74,898	4.04%	3,027
ICAP - 10%	23,467	34,065	57,533	57,533	250,000	23.01%	57,533
Depreciation/Amortization/Warranty	75,799	83,728	159,527	159,527	1,305,908	12.22%	159,527
<b>Total Operating</b>	<b>531,300</b>	<b>601,093</b>	<b>1,132,393</b>	<b>1,132,393</b>	<b>9,592,046</b>	<b>11.81%</b>	<b>1,132,393</b>
<b>Capital Outlay</b>							
Equipment under \$5000	0	0	0	0	77,381	0.00%	0
Disposal of Fixed Assets						100.00%	
Reimbursed Capital Expenses						100.00%	
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>77,381</b>	<b>0.00%</b>	<b>0</b>
<b>Other Financing Sources</b>							
Capital Outlay (In) Out	(2,459,444)		(2,459,444)	(2,459,444)	(7,961,842)	30.89%	(2,459,444)
Transfer (In) Out	333,554	5,271	338,825	338,825	976,147	34.71%	338,825
<b>Total Other Financing Sources</b>	<b>(2,125,890)</b>	<b>5,271</b>	<b>(2,120,619)</b>	<b>(2,120,619)</b>	<b>(6,985,695)</b>	<b>30.36%</b>	<b>(2,120,619)</b>
<b>Pass Through Expenses</b>	0	0	0	0	0	100.00%	0
<b>TOTAL EXPENSES</b>	<b>(1,594,590)</b>	<b>606,364</b>	<b>(988,226)</b>	<b>(988,226)</b>	<b>2,683,732</b>	<b>-36.82%</b>	<b>(988,226)</b>
<b>Increase / Decrease) to Fund Balance</b>	<b>1,959,009</b>	<b>(302,875)</b>	<b>1,656,134</b>	<b>1,656,134</b>	<b>6,042,267</b>	<b>27.41%</b>	<b>1,656,134</b>

Tahoe Transportation District  
 Parking Systems Fund  
 Statement of Operations  
 July 1, 2024 through August 31, 2024

	Parking System Activity			Actual vs Budget			Parking Systems		
	July	Aug	1st Qtr	YEAR TO DATE	Board Approved Budget	Var %	PS Ops	PS NC	Program YTD
<b>Revenues</b>									
Charges for Services									
Parking Ops - Meters	121,039	109,654	230,693	230,693	454,642	50.74%	230,693	0	230,693
Parking Ops - Events					900	0.00%			
Parking Non Compliance	2,754	4,588	7,342	7,342	40,000	18.36%		7,342	7,342
<b>Total Charges for Services</b>	<b>123,793</b>	<b>114,243</b>	<b>238,035</b>	<b>238,035</b>	<b>495,542</b>	<b>48.04%</b>	<b>230,693</b>	<b>7,342</b>	<b>238,035</b>
Special Items									
Misc Revenue	0	0	0	0	0	100.00%	0	0	0
Interest Revenue	1,313	1,225	2,537	2,537	14,000	18.12%	2,537		2,537
<b>Total Special Revenues</b>	<b>1,313</b>	<b>1,225</b>	<b>2,537</b>	<b>2,537</b>	<b>14,000</b>	<b>18.12%</b>	<b>2,537</b>	<b>0</b>	<b>2,537</b>
<b>TOTAL REVENUES</b>	<b>125,105</b>	<b>115,467</b>	<b>240,573</b>	<b>240,573</b>	<b>509,542</b>	<b>47.21%</b>	<b>233,230</b>	<b>7,342</b>	<b>240,573</b>
<b>Expenses</b>									
Personnel	7,057	10,315	17,372	17,372	93,896	18.50%	9,562	7,810	17,372
Contracts		43,625	43,625	43,625	157,050	27.78%	43,625		43,625
Professional Services	9,417	399	9,815	9,815	57,980	16.93%	9,162	654	9,815
Insurance						100.00%			
Telephone	175	160	335	335	2,000	16.76%	168	168	335
Subscriptions, Publications, Dues	70	55	125	125	600	20.83%	62	62	125
License & Permits					200	0.00%			
Equipment Not Transferred						100.00%			
Supplies					2,000	0.00%			
Repairs & Maintenance					2,500	0.00%			
Admin Fees	12,379	11,424	23,804	23,804	49,554	48.04%	23,069	734	23,804
Travel - Auto					500	0.00%			
Bank / CC Fees	3,281	3,957	7,239	7,239	28,000	25.85%	7,239		7,239
Misc Fees						100.00%			
Interest	10	10	19	19			19		19
Amortization	195	195	390	390		100.00%	390		390
<b>TOTAL OPERATING EXPENSES</b>	<b>32,584</b>	<b>70,140</b>	<b>102,725</b>	<b>102,725</b>	<b>394,280</b>	<b>26.05%</b>	<b>93,296</b>	<b>9,428</b>	<b>102,725</b>
Capital Outlay									
Equipment over \$5000	0	0	0	0	0	100.00%	0	0	0
Equipment under \$5000						100.00%			
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Funding Sources - Revenues									
Revenues									
Capital (In) Out	0	0	0	0	0	100.00%	0	0	0
Transfers (In) Out						100.00%			
<b>Total Other Financing Sources</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Expenses and Other Funding Sources</b>	<b>32,584</b>	<b>70,140</b>	<b>102,725</b>	<b>102,725</b>	<b>394,280</b>	<b>26%</b>	<b>93,296</b>	<b>9,428</b>	<b>102,725</b>
<b>Increase /(Decrease) to Fund Balance</b>	<b>92,521</b>	<b>45,327</b>	<b>137,848</b>	<b>137,848</b>	<b>115,262</b>	<b>119.60%</b>	<b>139,934</b>	<b>(2,086)</b>	<b>137,848</b>

Tahoe Transportation District  
 Governmental Funds Cash Flow  
 July 1, 2024 through August 31, 2024

**GENERAL FUND**

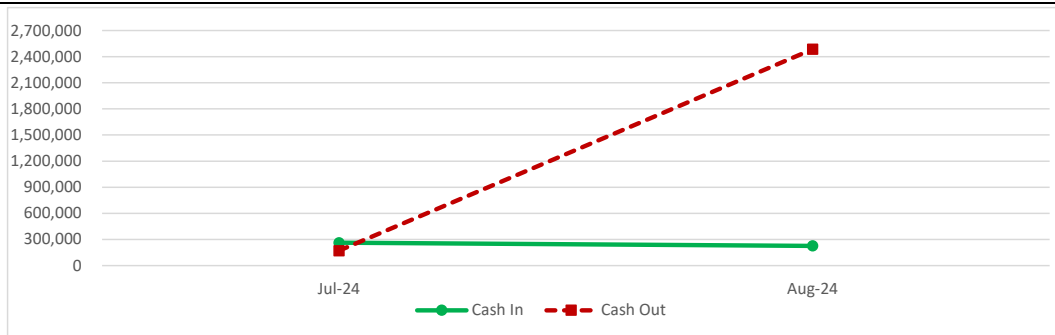


Cash In Source	Total	Transfer from other funds for				Local Revenue /	LOC	Misc Receipts
		RCMF	PR Liab	ICAP	Admin Fees	Contributions		
Jul-24	493,971	0	177,603	24,243	12,379	12,500	267,246	
Aug-24	574,017	16,140	158,163	35,076	11,424	351,500	1,714	

Cash Out Source	Total	Net Payroll	PR Liabilities	Match To	Vendor	LOC	Net
				CIP	Payments		
Jul-24	312,319	27,460	233,784.69	389.89	50,684.13		181,653
Aug-24	188,154	25,352	151,687.85	39.44	11,074.50		385,864

**CIP FUND**



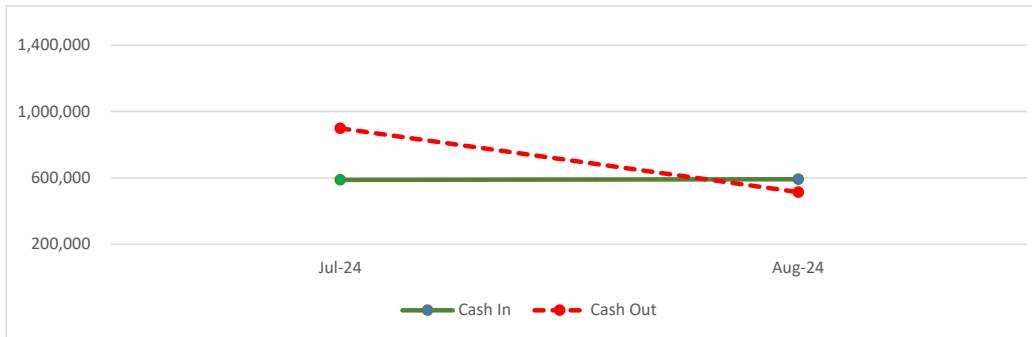
Cash In Source	Total	NDOT - FTA				Caltrans - 5339, STBG & INFRA	CalOES and US Fish	Contrib /Other	Match
		FTA	LOC	US 50 & ZEB	US Fish				
Jul-24	263,189	0	0	34,066	114,021	12,392	(265,009)	367,719	
Aug-24	226,151	111,110	0	13,744	95,717	0	270	5,310	

Cash Out Source	Total	Net Payroll	PR Liabilities	ICAP	AP	LOC	Net
Aug-24	2,485,038	6,262	3,847	1,011	2,473,918	(2,258,887)	

Tahoe Transportation District  
Enterprise Funds Cash Flow  
July 1, 2024 through August 31, 2024

**TRANSIT OPERATIONS FUND**

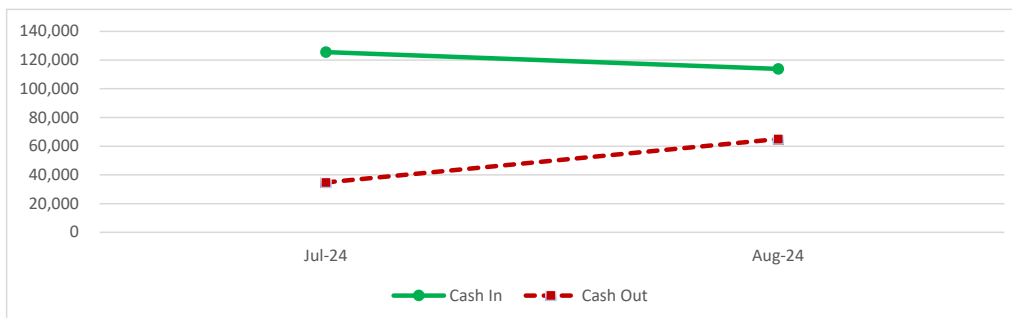


Cash In Source	Total	FTA 5307	NDOT 5311	TDA incl SGR	Insurance	Farebox	Misc	Interest	Sale of Fixed Asset
					Claims	Contri- butions	Receipts		
Jul-24	588,256	220,236	268,416	95,618	0	0	0	3,986	0
Aug-24	592,187	379,212	194,065	0	0	533	14,661	3,716	0

Cash Out Source	Total	Net Payroll	PR Liabilities	ICAP	AP	Match	Net
Jul-24	899,074	195,007	170,918	23,467	142,353	367,329	(310,819)
Aug-24	514,455	189,411	151,235	34,065	134,472	5,271	77,732

**PARKING SYSTEMS FUND**



Cash In Source	Total	Parking Meter	Non-Comp	Contri-	Misc	Interest
		Revenue	Revenue	butions	Receipts	
Jul-24	125,554	121,061	3,181	0	0	1,313
Aug-24	113,847	109,654	2,968	0	0	1,225

Cash Out Source	Total	Net Payroll	PR Liabilities	Vendor	Admin Fees	Net
				Payments		
Jul-24	34,741	6,654	3,053	12,655	12,379	90,813
Aug-24	64,979	7,235	3,080	43,240	11,424	48,868
Sep-24	0	0	0	0	0	0
Oct-24	0	0	0	0	0	0
Nov-24	0	0	0	0	0	0
Dec-24	0	0	0	0	0	0
Jan-25	0	0	0	0	0	0
Feb-25	0	0	0	0	0	0
Mar-25	0	0	0	0	0	0
Apr-25	0	0	0	0	0	0
May-25	0	0	0	0	0	0
Jun-25	0	0	0	0	0	0

JS/ja

Grant Status Report		September 2024										
Funder	Work Program	Grant Name	Project	\$\$ Requested	Min Match %	Match \$\$	Match From	Submitted	Award Date	Awarded?	Status	
1	TMPO	3.1 - SSCR	2023 Regional Grant Program-NV	US-50 - Revised Design Phase	\$ 2,975,962	5%	\$ 156,630	Toll credits/gas tax	Yes - 6/2023	Fall 2023	Yes	Awarded - Pending Agreement Not available until FFY25
2	FTA	4.7 - Transit Operations	FFY2023 CMAQ	Free to User Transit Program - Operations	\$ 1,000,000	50%	\$ 1,000,000	Toll credits	Yes - 11/2023	Spring 2022	Yes	Awarded - Pending Agreement
3	US DOT	3.3.3B NV Stateline to Stateline Bikeway	RAISE 2024	Sand Harbor to Thunderbird Cove	\$24,026,333	0%	\$ -	N/A	Yes - 02/2024	Jun-24	Yes	Awarded - Pending Agreement
4	CalSTA	4.7 - Transit Operations	SB125 Transit & Intercity Rail Capital Program	Transit Operations	\$ 3,980,000	0%	\$ -	N/A	Yes - 01/2024	Apr-24	Yes	
5	CalSTA	4.3 - Capital Equipment	SB125 Transit & Intercity Rail Capital Program	EV Charging Infrastructure	\$ 1,188,816	0%	\$ -	N/A	Yes - 01/2024	Apr-24	Yes	
6	CalSTA	3.11 - Transit Corp Yard	SB125 Transit & Intercity Rail Capital Program	Existing Maintenance Facility Renovations	\$ 1,550,000	0%	\$ -	N/A	Yes - 01/2024	Apr-24	Yes	
7	Senate Appropriations Committee	3.3.3 NV Stateline to Stateline Bikeway	FY2024 Community Project Funding for Nevada	Thunderbird Cove to Secret Harbor	\$ 5,000,000	0%	\$ -	N/A	Yes - 03/2023	Mar-24	Yes	Awarded - Pending Agreement
8	Caltrans	4.7 - Transit Operations	FY2023/2024 LCTOP	Farebox Replacement	\$ 302,039	0%	\$ -	N/A	Yes - 04/2024	Summer 2024	Yes	Awarded
9	FTA	4.3 - Capital Equipment	FY2024 5339(c) Low No	Capital Vehicles and Equipment	\$ 7,901,826	15%	\$ 1,204,026	Transportation Development Credits	Yes - 04/2023	Unknown	Yes	Awarded - Pending Agreement
10	US DOT	3.3.1 South Demo Phase 1A	Safe Streets and Roads for All (SS4A)	Stateline Ave to Laura Drive- South Demo Phase 1A	\$ 4,284,800	20%	\$1,071,200	Conserve NV-requested	Yes - 05/2024	Fall 2024	No	
11	FHWA	3.3.3B NV Stateline to Stateline Bikeway	Active Transportation Infrastructure Investment Program (ATIIP)	Sand Harbor to Thunderbird Cove	\$ 7,500,000	20%	\$1,500,000	Conserve NV-requested	Yes - 06/2024	Jan-25	Pending	Pending Decision
12	CalSTA	3.11 - Transit Corp Yard	2024 TIRCP Cycle 7	Connecting Tahoe- Public Transit Infrastructure (MAF)	\$ 30,000,000	0%			7/23/2024	Oct-24	No	
13	Senate Appropriations Committee	3.11 - Transit Corp Yard	FY2023 Community Project Funding for Nevada	Transit Maintenance and Admin Facility	\$ 2,000,000	20%	\$ 500,000	N/A	Yes - 04/2022	Mar-24	Yes	Awarded - Pending Agreement
14	FHWA	3.18.5 - Communication & Technology Infrastructure	SMART Stage 2 - Strengthening Mobility & Revolutionizing Transportation Program	Intelligent Sensor Integration on Rural Multi-Modal System with an Urban Recreation Travel Demand, Lake Tahoe Basin, NV and CA	\$ 1,489,000	0%	\$ -	N/A	Yes - 8/2024	Dec-24	Pending	Pending Decision
15	DCNR	3.3.3B NV Stateline to Stateline Bikeway	NV Conservation & Recreation Fund	Sand Harbor to Thunderbird Cove	\$ 2,000,000	10%	\$ 200,000	USFS-SNPLMA	Yes - 10/2024	Unknown	Pending	Pending Decision
16	NDSL	to Stateline Bikeway	Lake Tahoe License Plate Fund	Sand Harbor to Thunderbird Cove	\$ 1,000,000	25%	\$ 333,333	RAISE Grant	No	early 2025	Pending	Deadline 11/8/2024

JS/ja







MEMORANDUM

Date: October 31, 2024

To: Tahoe Transportation District (TTD) Finance and Personnel Committee

From: TTD Staff - George Fink, Transportation Services Director

Subject: Recommend the TTD Board Authorize the District Manager to Execute a Purchase Order with RO Bus Sales Under the Nevada State Purchasing Division Bid Number 80DOT-S2850 for Transit Vehicles, for the Purchase of Four Transit Vehicles (Two All-Wheel Drive Gasoline Vans and Two Battery-Electric Vans) and Associated Modifications and Equipment, Not to Exceed \$595,000

**Action Requested:**

The Committee is requested to recommend the TTD Board authorize the District Manager to execute a purchase order with RO Bus Sales under the Nevada State Purchasing Division Bid Number 80DOT-S2850 for the purchase of four transit vehicles (two all-wheel drive gasoline vans and two battery-electric vans) and associated modifications and equipment, not to exceed \$595,000.

**Fiscal Analysis:**

The total project cost is not to exceed \$595,000, which is included in the approved FY25 budget for bus purchases. The funding sources and amounts are as follows:

Funding Source	Gasoline Vans (2)	EV Vans (2)	Combined
FTA FY17 5339 (UZA)		\$24,519.00	\$24,519.00
FTA FY19 5339 (UZA)	\$118,509.00		\$118,509.00
FTA FY21 5339 (UZA)	\$91,323.00		\$91,323.00
FTA FY19 5339(c) Lo-No		\$290,579.70	\$290,579.70
TDA	\$62,980.70		\$62,980.70
<b>TOTALS</b>	<b>\$272,812.70</b>	<b>\$315,098.70</b>	<b>\$587,911.40</b>

The funding table above covers the reasonably anticipated cost of the vehicles based on the quotes provided by RO Bus Sales (Attachments A and B). However, staff seeks authorization for up to \$595,000, representing a 1.2% contingency. Additional funds for EV Vans would come from the FTA FY19 5339(c) while any additional funds for the gasoline vans would come from TDA funds.

GF/ja

AGENDA ITEM: V.B.  
FPC AGENDA ITEM: III.B.

**Work Program Impact:**

All work associated with this effort is captured under the respective elements of the approved FY25 Work Program, with corresponding allotted staff time as part of transit operations. This project aligns with Strategic Goal SG-3: Increase the connectivity and reliability of a regional multi-modal transit system around the Basin.

**Background:**

TTD's paratransit fleet is beyond its useful life. These funds will be used to replace the following fleet:

TTD ID	VIN	Year Purchased	Useful Life
3304	1FD4E45SX8DA86129	2006	7 years
102	1FDEE3FS4AD38225	2010	5 years
103	1GBJG312561230383	2006	5 years
105	1GB6G5BL4F1240928	2015	5 years

TTD has a duty to manage transit assets in a state of good repair and to replace those assets when they have exceeded their useful life. Both the regional Tahoe Metropolitan Planning Organization (TMPO) and TTD's Transit Asset Management (TAM) plans cite the useful life of small cutaway buses at five years and large cutaway buses at seven years. Body-on-frame buses or "cutaways" are fiberglass bodies placed on elongated truck chassis and then further modified for public transit service (wheelchair lifts, fareboxes, destination signs, seating, etc.). Both TAM plans list fleet assets ready for replacement.

Staff propose replacing the cutaways beyond their useful life with similar capacity Ford Transit vans. These vans have been specifically modified for paratransit service and are capable of loading and transporting wheelchairs. The smaller sized vans will maintain TTD's capacity to accommodate paratransit passengers, while reducing customization that can affect reliability. The smaller vans will allow increased safety when navigating Tahoe's tight roadways, improving TTD's ability to expand into more varied service areas in the future. At the same time, the new vans will offer a smoother and more comfortable ride.

**Discussion:**

Staff recommend purchasing two all-wheel drive (AWD) gasoline fueled vans and two rear-wheel drive battery-electric (EV) vans at this time. There is no AWD option for the EV vans. These purchases are funded primarily through three sources: Lake Tahoe's FTA §5339 (UZA<sup>1</sup>) Bus & Bus Facilities funds, competitively awarded FTA §5339(c) low emission, no emission funds (lo-no); and California Transportation Development Act (TDA) funds.

Staff will utilize the Nevada Department of Transportation's contract #80DOT-S2850 administered by the Purchasing Division of the Nevada Department of Administration. This FTA

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<sup>1</sup> UZA – Acronym for Urbanized Area which is a Census-designated area with a population of at least 50,000 people. The Lake Tahoe UZA encompasses the entire Lake Tahoe Basin with a legislatively determined >200,000 population. FTA uses the Census Bureau's Urban Area Census Code (UACE) to identify UZAs. The UACE is a five-digit code that uniquely identifies an urban area. The urbanized area formula grant programs provide federal resources to assist with transportation-related planning, transit capital, and operating assistance in urbanized areas. The funding is based on legislative formulas.

compliant contract is valid through June 30, 2026 and open to any subdivision of the State of Nevada.

**Additional Information:**

If you have any questions or comments regarding this item, please contact George Fink at (775) 589-5325 or [gfink@tahoetransportation.org](mailto:gfink@tahoetransportation.org).

**Attachments:**

- A. RO Bus Sales Quote – EV Vans
- B. RO Bus Sales Quote – Gasoline Vans



**RO Bus Sales**  
 2701 Westwood Dr, Las Vegas NV, 89109  
 Phone/Fax: (702) 798-0029 / (702) 835-1434

VIN: **TBD**  
 Invoice: **TBD**  
 Stock Number: **TBD**  
 Date: **10/11/2024**

**Quote Form**

<b>Agency:</b>	Tahoe Transportation District	<b>Vehicle Type:</b>	Van
<b>Contact:</b>	Chris Jacobs	<b>Year:</b>	2024
<b>Address:</b>	128 Market St #3F	<b>Manufacturer:</b>	Ford
<b>City/ST/Zip:</b>	Stateline, NV 89410	<b>Model:</b>	E-Transit
<b>Phone/Fax:</b>	(775) 589-5509	<b>Type:</b>	Electric
<b>Email:</b>	cjacobs@tahoetransportation.org	<b>Passenger:</b>	5 Passenger / 3 Wheelchair Positions
<b>P.O. #</b>	TBD	<b>Lift Manufacturer:</b>	Braun Ability
<b>Sales Person:</b>	Elizabeth Diaz	<b>Lift Type:</b>	Side Braun Lift
<b>Ford GPC</b>	TBD	<b>Seat Type:</b>	GO-ES Freedman Seating

Quantity:	Vehicle Description	Price	Ext. Price
1	Sunset Vans - Vehicle #2 - Floor Plan 1 - Ford Transit High Roof EL Single Rear Wheel, 5 Passenger / 3 Wheelchair Positions, Interior Lights, ABS Full Interior, Driver Heavy Duty Running Board, Rear A/C System, "B" Pillar, Braun Lift Side Entry, Interlock for Lift, Back Up Alarm, Entrance Grab Bar, Safety Kit, Window Tint.	\$106,507.35	\$106,507.35
<b>Published Options</b>			
1	Rear Bus Entry Door - A&M Power Door	\$9,900.00	\$9,900.00
1	AngelTrax VULCANV5AI 4 Camera System	\$3,600.00	\$3,600.00
1	12V Radio Prewire Kit	\$310.00	\$310.00
3	Q'Straint Retractable Shoulder & Lap Belt Combination Mounted for L-Track on Top and Bottom and Add L-Track on Side Wall for Each W/C Position	\$820.00	\$2,460.00
1	Upgrade to Premium GO-ES Seats - Required on AdaptaFloor	\$3,750.00	\$3,750.00
1	Electric Vehicle Upgrade - Includes AdaptaFloor T170 Class, Aluminum Vertical Track Floor, Rear A/C Heat Combo Required on EV Units	\$28,623.00	\$28,623.00

**Subtotal**

**Quote Valid For 30 Days**

**DISCLAIMER OF WARRANTIES**

The Seller, RO BUS SALES, Hereby Expressly Disclaims All Warranties, Either Expressed or Implied, Including Any Implied Warranty Merchantability of Fitness For A Particular Purpose, and RO BUS SALES Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In

Elizabeth Diaz

Sales Representative

*Elizabeth Diaz*  
 Sales Representative's Signature

10/11/2024

Date

**DISCLAIMER OF DELIVERY**

Delivery is expected within 200 days. Delivery may occur sooner than expected.

Delivery time may be extended if OEM supply chains are extended.

Chris Jacobs

Purchaser Name

Purchaser's Signature

Date

THE SIGNER OF THE ABOVE AGREEMENT MUST BE AUTHORIZED TO SIGN ON BEHALF OF THE PURCHASING ENTITY AND OR INDIVIDUAL

Base Price	\$106,507.35
Options	\$48,643.00
<b>Total</b>	<b>\$155,150.35</b>
Doc Prep Fee	\$470.75
Taxable Amount	\$155,150.35
Tax Total	Tax Exempt 7.1%
Subtotal	\$155,621.10
DMV Fee	\$28.25
Delivery Fee	\$1,900.00
<b>Total</b>	<b>\$157,549.35</b>
Number of Units	2
Final Total	\$315,098.70

Stateline, NV

RO Limited Warranty (30 Days)

(Check Box)

Factory Certified Warranty

(Check Box)

As Is, No Warranty

Make Check Payable to: R O Bus Sales



**RO Bus Sales**  
 2701 Westwood Dr, Las Vegas NV, 89109  
 Phone/Fax: (702) 798-0029 / (702) 835-1434

VIN: **TBD**  
 Invoice: **TBD**  
 Stock Number: **TBD**  
 Date: **10/11/2024**

**Quote Form**

<b>Agency:</b>	Tahoe Transportation District	<b>Vehicle Type:</b>	Van																								
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<b>Subtotal</b>																											
<p style="color: red; text-align: center;"><b>Quote Valid For 30 Days</b></p> <p><b>DISCLAIMER OF WARRANTIES</b>                      The Seller, RO BUS SALES, Hereby Expressly Disclaims All Warranties, Either Expressed or Implied, Including Any Implied Warranty Merchantability of Fitness For A Particular Purpose, and RO BUS SALES Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In</p> <p>Elizabeth Diaz                      Sales Representative</p> <p><i>Elizabeth Diaz</i>                      Sales Representative's Signature</p> <p>10/11/2024                      Date</p>		<p><b>DISCLAIMER OF DELIVERY</b>                      Delivery is expected within 200 days. Delivery may occur sooner than expected.</p> <p>Delivery time may be extended if OEM supply chains are extended.</p> <p>Chris Jacobs                      Purchaser Name</p> <p>_____                      Purchaser's Signature</p> <p>_____                      Date</p>																									
		<table border="1"> <tr> <td>Base Price</td> <td>\$106,507.35</td> </tr> <tr> <td>Options</td> <td>\$27,500.00</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$134,007.35</b></td> </tr> <tr> <td>Doc Prep Fee</td> <td>\$470.75</td> </tr> <tr> <td>Taxable Amount</td> <td>\$134,007.35</td> </tr> <tr> <td>Tax Total</td> <td>Tax Exempt 7.1%</td> </tr> <tr> <td><b>Subtotal</b></td> <td><b>\$134,478.10</b></td> </tr> <tr> <td>DMV Fee</td> <td>\$28.25</td> </tr> <tr> <td>Delivery Fee</td> <td>\$1,900.00</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$136,406.35</b></td> </tr> <tr> <td>Number of Units</td> <td>2</td> </tr> <tr> <td>Final Total</td> <td>\$272,812.70</td> </tr> </table>		Base Price	\$106,507.35	Options	\$27,500.00	<b>Total</b>	<b>\$134,007.35</b>	Doc Prep Fee	\$470.75	Taxable Amount	\$134,007.35	Tax Total	Tax Exempt 7.1%	<b>Subtotal</b>	<b>\$134,478.10</b>	DMV Fee	\$28.25	Delivery Fee	\$1,900.00	<b>Total</b>	<b>\$136,406.35</b>	Number of Units	2	Final Total	\$272,812.70
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<p><input type="checkbox"/> RO Limited Warranty (30 Days) (Check Box)</p> <p><input checked="" type="checkbox"/> Factory Certified Warranty (Check Box)</p> <p><input type="checkbox"/> As Is, No Warranty</p> <p><small>Make Check Payable to: R O Bus Sales</small></p>																											





MEMORANDUM

Date: October 31, 2024

To: Tahoe Transportation District (TTD) Finance and Personnel Committee

From: Jim Marino, Deputy District Manager

Subject: Recommend the TTD Board of Directors Approve Contract Amendment 1 with Parametrix, Inc. to Amend the Existing Contract in the Amount of \$160,760 for a Total Amount Not to Exceed Amount of \$1,026,923 for the Data Aggregation Plan for Lake Tahoe Basin Roadways SMART Grant Program

**Action Requested:**

It is requested the Committee recommend the Board of Directors to authorize the District Manager to execute contract amendment 1 (Attachment A) with Parametrix Inc. at an amount not to exceed \$1,026,923. This amendment will increase the original contract by \$160,760 to purchase and install servers and related ITS equipment at the Caltrans Traffic Management Center to support the TTD's SMART Program Stage 1 Grant per the additional Scope of Work attached to the Contract amendment.

**Fiscal Analysis:**

All expenditures associated with this item for the fiscal year are in the approved FY25 budget, with the additional \$160,760 requested for this amendment to be appropriated from existing SMART Program Stage 1 grant balance of \$1,069,218.96.

**Work Program Impact:**

All work associated with this effort is captured under respective elements of the approved FY25 Work Program. This project aligns with Strategic Goal SG-4, conduct project level planning, provide leadership and fundraise for new regional transportation system elements.

**Background:**

The Lake Tahoe Regional Transportation Plan (RTP) provides for advancement in technology improvements pertaining to transportation and is supported by the 2015 Tahoe Basin Intelligent Transportation Systems (ITS) Strategic Plan, which advances implementation of technology to address the needs and challenges around tourism, adverse weather and road conditions, safety, and environmental concerns.

To this end, TTD applied for and was awarded a USDOT Stage 1 SMART Program grant in the amount of \$1,489,000 on September 15, 2023. The grant supports the development and prototyping of equipment and artificial intelligence software ITS based infrastructure at each of the Basin's entry and exit points, as well as other locations within the internal corridors of the Basin for purposes of collecting rural transportation data so that Basin agencies can be better informed of the impacts to the local and regional transportation system. It is important to note, the grant does not allow for License Plate Recognition (LPR) technology.

JM/ja

AGENDA ITEM: V.C.  
FPC AGENDA ITEM: III.C.

Pursuant to the award, TTD issued a Request for Proposals (RFP). Upon evaluation of RFP proposals, TTD awarded a contract to Parametrix in the amount not to exceed \$866,163 for the planning and prototyping scope of work.

**Discussion:**

The SMART Program funding requires the Stage 1 projects be completed and submitted to USDOT no later than March 15, 2025. The SMART program grant timeline is half the timeline of typical federal grant programs. The short timeline of the grant applies pressure on the grantees to perform.

To date, TTD's performance on the project has been aggressive and, for the most part, on schedule. However, procurement of certain equipment and permits to install the equipment at specific locations within Nevada and California states' rights of way have taken more time than planned. The delay is not a result of poor planning, but more of typical process that would not generally be an issue if the grant timeline was the typical 36 months of most programs.

NDOT has provided TTD with URL access to many of their existing cameras within the basin and TTD/Parametrix have been collecting and analyzing data from that agreement. However, the California side of the basin has been more challenging. Recently, Caltrans has agreed to allow TTD's consultant to install servers and other related equipment at the Caltrans Traffic Management Center (TMC) in Sacramento, which will allow access to the following Caltrans structure mounted cameras in the basin:

1. Hwy 50 at Meyers
2. Hwy 28 at Hwy 267 Kings Beach
3. Hwy 89 at Hwy 28
4. Hwy 89 at Rampart
5. Hwy 50 at Hwy 89
6. Hwy 267 at Brockway Summit

This effort will quickly allow us to begin collecting data on the California side without requiring independent location specific encroachment permits, saving significant time in an already shortened grant timeline. The scope of work and materials required for the TMC operation was not originally contemplated in the scope of work with Parametrix under the current contract. As such, TTD requested a proposal for the additional scope. Staff recommends amending the existing contract in the amount of \$160,760 for a total contract amount not to exceed \$1,026,923.

While the deployment of equipment at specific locations has been somewhat delayed, TTD has submitted all required progress reports and milestone information to USDOT, including the draft implementation report which was due September 15, 2024. In addition to meeting specific milestones of the grant, TTD also applied for Stage 2 Implementation funding in the amount of \$9.5M.

**Additional Information:**

If you have any questions or comments regarding this item, please contact Jim Marino at (775) 557-4901 or [jmarino@tahoetransportation.org](mailto:jmarino@tahoetransportation.org).

**Attachment:**

- A. Contract Amendment 1

JM/ja

AGENDA ITEM: V.C.  
FPC AGENDA ITEM: III.C.



**AGREEMENT FOR SERVICES  
BETWEEN  
TAHOE TRANSPORTATION DISTRICT  
AND  
PARAMETRIX, INC.**

**AMENDMENT 1**

This Amendment to the Agreement for Services between Tahoe Transportation District and Parametrix, Inc. is dated and effective as of November xx, 2024. This Agreement is by and between Tahoe Transportation District, a bi-state special purpose district created by the Tahoe Regional Planning Compact, (“District”) and Parametrix, Inc. (“Contractor”).

The following provisions of the Agreement are hereby amended in accordance with Section 26 “Administration and Implementation” and Section 27 “Amendment” of this Agreement.

The Agreement is hereby amended as shown below. All other provisions in the Agreement shall remain in effect.

**SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.**

- (a) Scope of Services. Contractor agrees to perform additional services set forth in the attached Exhibit “A”.

**SECTION 4 (a). COMPENSATION AND METHOD OF PAYMENT.**

(a) Subject to any limitations set forth in this Agreement, District agrees to pay Contractor the amounts specified in Exhibit “B” “Compensation” and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **one million, twenty six thousand, nine hundred and twenty three dollars (\$1,026,923)**, unless additional compensation is approved in writing in accordance with Section 26 “Administration and Implementation” or Section 27 “Amendment” of this Agreement.

**TAHOE TRANSPORTATION DISTRICT**

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Carl Hasty  
District Manager

**ATTEST:**

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Judi Allen  
Clerk of the Board

**PARAMETRIX, INC.**

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Nathan S. Johnson PhD, PE  
SVP, SW Region Leader

## Tahoe Transportation District Data Services for TTD SMART Grant Project Amendment 1

### Introduction

The purpose of this amendment is to provide services to setup and configure equipment to gather data for the completion of the TTD SMART grant Prototype and Testing Support Services.

### Task 01 – Project Management and Coordination

The objective of this task is to provide overall project management of the consultant contract with Tahoe Transportation District.

This task includes general management functions that include the following:

- Project and sub consultant management.
- Scheduling, invoicing, and project reporting.
- Coordination meetings with TTD and Caltrans. This includes coordinating with Caltrans regarding their requirements related to setting up the data collection server at their traffic management center.

### Task 02 – System Setup and Configuration

#### Subtask 02-01 – Existing Caltrans Locations

Setting up and configuring a computer server at the Caltrans District 3 Traffic Management Center (TMC) to connect to Caltrans' existing cameras at the following locations:

1. CalTrans Hwy 50 at Meyers,
2. CalTrans Hwy 28 at Hwy 267 Kings Beach,
3. CalTrans Hwy 89 at Hwy 28,
4. CalTrans Hwy 89 at Rampart,
5. CalTrans Hwy 50 at Hwy 89,
6. CalTrans Hwy 267 at Brockway Summit.

The project technicians will set up, configure, and test the server, communication links provided by Caltrans, data collection zones for each location, and data aggregation.

Target completion for the Caltrans server setup and operations is 30 working days from notice to proceed, subject to Caltrans schedule and availability.

### Subtask 02-02 –New TTD Locations

Setting up and configuring three (3) new edge camera servers with communications to be installed by TTD at the following locations:

1. US 50 at Pioneer Trail,
2. US 50 at Wildwood, Eastbound,
3. US 50 Park and Ride in Carson City.

### Deliverables

- Configured data collection server and application at six (6) existing Caltrans TMC camera locations.
- Setup and configure three (3) new edge camera servers with communication at TTD Locations.

## Task 03 – Data Collection and Management

This task includes collection of the data as noted below in the assumptions section for a period of six (6) months. This task includes any trouble shooting, adjustments, and coordination with TTD and Caltrans for the duration of the data collection period. The task also includes the aggregation and management of the data and providing access to the data via a web browser

### Deliverables

- Access to all collected data for six (6) months after server setup and configuration.

## Assumptions

- Derq USA, will serve as a subconsultant to Parametrix, who will provide the computer hardware, setup, configuration and software and licenses.
- Derq, USA subconsultant agreement with Parametrix will include compliance with the terms and conditions of the TTD/Parametrix prime agreement and amendment for this scope of work.
- The above scope and services are contingent on Caltrans approval to move forward with the server installation at their TMC.
- The data collection will be done in an automated manner using advanced AI video analytics.
- Data collection duration is for a period of six (6) months. Data collected daily in 15 minute and hourly increments and filtered and reported by location, date, and time.
- Data to be collected:
  - Traffic volumes, speeds, and classifications,
  - Turning movement counts at intersections,
  - Near misses at intersections,

- Events (wrong way driving, lanes compliance, illegal crossings at intersections).
- This scope of work does not include any field installation/construction of any roadway equipment such as cameras, cabling, power, or edge computers.
- This scope of work end date is to be March 15, 2025 based on USDOT SMART grant application, unless a grant extension is submitted and approved by USDOT.
- No services will be provided after March 15, 2025 if an extension is not approved by USDOT.
- Appendix A provides a list of the hardware and software licenses to be supplied as part of this scope of work.

## Budget and Fee Schedule

The work outlined in the above scope will be performed on a lump sum basis. The estimated budget for the outline scope of work will be a not to exceed \$160,760.00. This amount will not be exceeded without prior authorization of TTD. The budget shall not be amendment without mutual agreement of both parties.

### Task 1 – Project Management and Coordination for \$31,000.00

To be invoiced equally over 4 monthly payments, first monthly payment is 30 days from Notice to Proceed (NTP).

### Task 2 – System Setup and Configuration for \$102,760.00

- Invoice 1 for \$34,050.00 after equipment installation at Caltrans TMC.
- Invoice 2 for \$44,140.00 after setup and configuration of initial data collection of Caltrans server.
- Invoice 3 for \$24,570.00 after setup and configuration of initial data collection at three (3) TTD camera locations.

### Task 3– Data Collection and Management for \$27,000.00

- Invoice 1 for \$9,000.00 for services through December 20, 2024.
- Invoice 2 for \$9,000.00 for services through January 30, 2025.
- Invoice 3 for \$9,000.00 for services February 29, 2025.

*Hicham Chatila*

Hicham Chatila, PE, TE, PTOE  
Project Manager

October 25, 2024

## Appendix A – Hardware & Software Licenses

Hardware / Software Items	No. of Items	Comment
Server with up to 20 video feeds	1	Caltrans TMC
Wireless Router and Services	1	Caltrans TMC
Derq, USA Edge Device Kit	3	TTD Locations
Wireless Router and Services	2	TTD Locations
360 HD Camera	3	TTD Locations
Derq, USA Insight Software License	9	Multimodal data collection and safety insights for all camera locations.

MEMORANDUM

Date: October 31, 2024

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Recommend the TTD Board of Directors Adopt Resolution 2024-05 Approving the Collective Bargaining Agreement with Teamsters Local Union No. 533 and Authorize the District Manager to Execute the Agreement

**Action Requested:**

It is requested the Committee recommend the Board of Directors adopt Resolution No. 2024-05 (Attachment A) approving the Collective Bargaining Agreement (Agreement) with Teamsters Local Union No. 533 (Local 533) and authorize the District Manager to execute the Agreement.

**Fiscal Impact:**

The Agreement's four-year transit operations cost is consistent and within the first four years of the five-year budget projection presented to the Board in April of this year, primarily due to the reduction of the 6% lead pay, new hires replacing seniority, no salary table and no experience modifiers.

The following table summarizes the annual personnel budgets for all transit employees with the above referenced changes

	FY25	FY26	FY27	FY28
Updated with CBA	5,579,297	5,859,438	6,127,555	6,490,369
Previous 5 Year Budget	5,612,467	5,854,920	6,078,980	6,521,581

**Work Program Impact:**

All work associated with this effort is captured under respective elements of the existing Work Program and corresponding allotted staff time necessary for administration of the budget and operations.

**Background:**

TTD staff and Local 533 have negotiated the renewed and revised terms of an Agreement. The transit system represented employees of Local 533 include bus operators, transit dispatchers, facilities maintenance workers, maintenance technicians and parts technicians. This Agreement will replace the prior Agreement between Local 533 and TTD which expired on June 30, 2024.

GF/ja

AGENDA ITEM: V.C.  
FPC AGENDA ITEM: III.C.

The proposed Agreement will expire on June 30, 2028.

TTD staff and Local 533 representatives held a series of meetings over five months between April and September to negotiate a new Agreement. DeDe Aspero, Human Resources Manager; George Fink, Transportation Services Director; Joanie Schmitt, Chief Financial Officer; and Chris Jacobs, Operations General Manager, represented TTD in the negotiations. TTD's legal counsel has reviewed the agreement.

### **Discussion:**

The Agreement is attached as Exhibit A to the Resolution. The following is a summary of key provisions of the Agreement.

The Agreement has been updated to accommodate changes in California State law and reflects updated personnel titles from TTD's Compensation and Classification Study. Side Letters that were executed during the administration of the 2020 CBA have also been incorporated as appropriate.

An increased accountability for vehicle and property damage was added in Section 10.8.

An increased accountability for Maintenance Technicians was added in order to maintain their current 4/10 work schedule in Article 14.5.

### **Economic Terms:**

The employee compensation and other economic benefits established by the Agreement are summarized below:

- Article 14.6 - Transit dispatchers will receive \$5.00 per hour in addition to their regular pay, when temporarily performing as an operator. Previously, the increase was 3.5% more than their regular pay.
- Article 21.1 - All represented employees will join the Teamsters National pension plan and TTD will pay twenty-five cents per hour on all compensated hours to the plan.
- Article 25 - Forty hours of paid sick leave time shall be payable to an employee at the end of each fiscal year, minus the time used during the year. If an employee separates from TTD prior to June 30, they will not receive a payout for the remaining sick leave time.
- Article 27 - TTD will pay up to 106% of the prior year's full coverage employee only premium health insurance (previously 85%). Any unused balance from that figure may be applied to dependent coverage.
- Article 28 - Annual 5% increase in wages for incumbent employees (See note where the first year's wages will be reduced by twenty-five cents per hour for the pension plan contribution.)
- Article 28 - Represented new hires starting wages will increase seventy-five cents per hour in FY25 and an additional fifty cents per hour annually thereafter.
- Article 28 - Behind the Wheel training wages will increase \$6.00 an hour on top of regular pay, an increase of \$5.00 from the prior agreement.
- Article 28 - Cadet training wages will increase \$3.00 an hour on top of regular pay, an increase of \$2.50 from the prior agreement.
- Article 28 - Boot and/or tool allowance is increased from \$250 annually to \$500 annually.
- Article 28 - TTD will reimburse qualified employees for reasonable time, testing fees and mileage up to two times per fiscal year to obtain Automotive Service Excellence certification. Qualified positions include maintenance technicians and parts technicians.

GF/ja

AGENDA ITEM: V.C.  
FPC AGENDA ITEM: III.C.



- Article 30 - Vacation accruals, including maximum hours being accrued, are 80 hours for one through seven years of service, 120 hours for eight through fourteen years of service, and 160 hours for fifteen plus years of service.

Local 533's Board has ratified the terms of the proposed Agreement. The Local 533 membership ratified the proposed agreement on September 27, 2024. Staff recommends the TTD Board approve the four-year Agreement between TTD and Local 533, including approving salary range and contribution adjustments as reflected in Exhibit A of the Resolution and as outlined above.

**Additional Information:**

If you have any questions or comments regarding this item, please contact George Fink at (775) 589-5325 or [gfink@tahoetransportation.org](mailto:gfink@tahoetransportation.org) or Joanie Schmitt at (775) 339-1252 or [jschmitt@tahoetransportation.org](mailto:jschmitt@tahoetransportation.org).

**Attachments:**

- A. Resolution 2024-005 (including Exhibit A – Teamsters Executed CBA)
- B. Blackline 2020 CBA versus 2024 CBA

TAHOE TRANSPORTATION DISTRICT  
RESOLUTION NO. 2024-005

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE TAHOE  
TRANSPORTATION DISTRICT AND TEAMSTERS LOCAL UNION NO. 533 AND  
AUTHORIZING THE DISTRICT MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, the Tahoe Transportation District (TTD) was established in Article IX of the Tahoe Regional Planning Compact (Compact) of 1980 (PL 96-551) to implement transportation and transit system improvements necessary for the protection, restoration, and operation of the Lake Tahoe region;

WHEREAS, TTD is expressly authorized by Article IX(f) of the Compact to own and operate public transit within the Tahoe basin and provide inter-regional connections to the Tahoe basin;

WHEREAS, the prior collective bargaining agreement between the Teamsters Local Union No. 533 and TTD expired on June 30, 2024;

WHEREAS, TTD staff and Teamsters Local Union No. 533 have negotiated a new agreement for the four-year period of July 1, 2024 through June 30, 2028 and attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the TTD Board of Directors authorizes the District Manager to execute the collective bargaining agreement between the TTD and Teamsters Local Union No. 533.

PASSED AND ADOPTED by the TTD Board of Directors at its regular meeting held on November 6, 2024 by the following vote:

Ayes:

Nays:

Absent:

Abstain:

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Alexis Hill  
Chair

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TAHOE TRANSPORTATION DISTRICT

And



## TEAMSTERS LOCAL UNION No. 533

JULY 1, 2024 THROUGH JUNE 30, 2028

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## ARTICLE 1 - TERM OF THE COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement ("Agreement") is entered into, and effective on July 1, 2024, by and between the Tahoe Transportation District (hereinafter referred to as the "District") and Teamsters, Chauffeurs, Warehousemen and Helpers, and Professional, Clerical, Public and Miscellaneous Employees Local Union No. 533, of Donner and the Tahoe Basin, Reno and Northern Nevada, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union"). Its purpose is the promotion of harmonious relations between the District and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE 2 – RECOGNITION

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

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

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

The bargaining unit only includes the following employees of the District: drivers (Operators), dispatchers/reservationists (Transit Dispatchers), utility workers (Facilities Maintenance Workers I & II), fuelers, parts technicians and mechanics/maintenance (Senior Maintenance Technician/Maintenance Technicians I & II).

### **Section 2.3 – Work Preservation.**

Non-Bargaining Unit Personnel (NBUP) shall not perform the duties of bargaining unit workers unless:

1. In General:
  - a. Work performed is for training or demonstration purposes.
2. Operators:
  - a. There are no operators readily available, then a NBUP will perform the necessary duties until an operator becomes available.
3. Other Classifications:

Such work is agreed upon with the majority in the classification (the highest seniority representative on duty as a tie breaker) in that department prior to work beginning.

## **ARTICLE 3 – PARTICIPATION**

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

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

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

An employee assigned to a covered classification (Bus Operator, Transit Dispatcher, Senior Maintenance Technician, Maintenance Technician I & II, Facilities Maintenance Worker I & II, Parts Technician) who is employed by the District on the effective date of this Agreement, as a condition of employment, will become and remain a member in good standing of the Union, not later than the 31st day of employment.

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

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

### **Section 3.4**

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

### **Section 3.5**

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

### **Section 3.6**

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

### **Section 3.7**

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

### **Section 3.8**

The District agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the District of the amounts designated by each contributing employee that are to be deducted from their

paycheck on a weekly basis for all weeks worked. The phrase "Weeks Worked" excludes any week other than a week in which the employee earned a wage. The District shall transmit to DRIVE headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from that employee's paycheck. The District shall remit all DRIVE money to the proper location not later than the 20th day of the month following the date on which the money was deducted from the employee's paycheck.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

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

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

- (a) To reprimand, suspend, terminate, or otherwise discipline employees for just cause and to determine the number of employees to be employed.
- (b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work.
- (c) To set the reasonable safe standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.
- (d) To close down or relocate the District's operations or any part thereof; to expand, reduce, alter, sub-contract, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the District or the client. The District agrees that any sub-contracting will not be used as a purposeful policy to permanently direct bargaining unit work to non-union providers.
- (e) To determine the price at which the District contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of the District.
- (f) To introduce new or improved software, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency.



- (g) To hire, promote, assign, transfer, demote, discipline, and terminate for just cause.
- (h) To issue, amend and revise policies, rules, regulations, and practices including standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the District and to direct the District's employees; to conduct investigations and carry out directions based on the results of such.

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

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

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

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

#### **Section 4.4.**

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



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

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

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

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

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

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

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

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

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

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

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

**Section 5.5 - Union Visitation.**

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

**ARTICLE 6 - BULLETIN BOARDS****Section 6.1 - Union Business.**

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

**Section 6.2 - Indemnification.**

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

**ARTICLE 7 - AFFIRMATIVE ACTION****Section 7.1 - Equal Opportunity.**

The District and the Union recognize a common commitment to the equality of opportunity for all. Therefore, the District and the Union agree that neither will discriminate against any employee with respect to hiring, compensation or terms or conditions of employment because of such individual's race, color, religion, sex, (including gender identity, sexual orientation, and pregnancy), age (40 or older), national origin, marital status, disability, genetic information or Vietnam Era veteran status, or any other status protected by law.

**ARTICLE 8 - NO STRIKE, NO LOCKOUT****Section 8.1 - Disputes.**

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

**Section 8.2 - No Strikes.**

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

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

## **ARTICLE 9 SAFETY**

**Section 9.1 - Safety General.**

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

**Section 9.2 - Safety Committee**

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

**Section 9.3 - Equipment Safety**

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

**Section 9.4- Motor Vehicle Records (MVR)**

The District will obtain a copy of each employee's MVR who will operate, a revenue and/or non-revenue vehicle as part of the new hire process. Employees must report to their supervisor a citation received in either a District or personal vehicle prior to their next

scheduled shift. Failure to report a citation could result in discipline up to and including immediate termination.

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

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

**ARTICLE 10 – DISCIPLINE**

**Section 10.1- Work Rules.**

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

Prior to implementation, the Union may request to meet with the District to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the effects of implementation of any District Rule conflicting with the terms of this Agreement is subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within fourteen (14) business days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

**Section 10.2 - Disciplinary Procedures.**

- (a) No bargaining unit employee working under the terms and conditions of this Agreement shall be suspended or discharged except for just cause. The District Manager, the Deputy District Manager, the Transportation Services Director, the Operations General Manager, or their management designee, shall perform all disciplinary processes. The District agrees to be fully compliant with employee's representational rights under *Social Workers' Union v. Alameda County Welfare Department*, 11 Cal. 3d 382 (1974) to the extent such case remains valid law. The charged employee shall be given the opportunity to attend all meetings which may result in disciplinary action.



A Union representative shall be allowed to attend the meeting if requested by the employee. If no Union representation is requested by the employee, said employee shall sign a waiver provided by the Union stating such.

- (b) The respective manager, to whom the individual is requested to report, shall give a fair and impartial hearing to all employees. This shall also include corrective interviews, through the disciplinary process. Stewards will be notified in a timely manner of any suspensions or pending terminations.
- (c) A copy of bargaining member's disciplinary actions shall be offered to the employee. The shop steward and the Local Union shall also be given copies of discipline within fourteen (14) business days of the issuance of said discipline via hard copy, fax, or email transmission.
- (d) Initial discipline shall occur within fourteen (14) business days of the District's knowledge of an alleged infraction/incident. The District will notify the Union if an investigation will last longer than fourteen (14) business days to complete.
- (e) Each Section of discipline (Section 10.6 - Serious Violations, Section 10.7 – Minor Violations, Article 11 – Attendance) represents a separate track of discipline action.
- (f) Disciplinary action taken by the District according to the terms of this Section is subject to the grievance procedure contained herein.
- (g) Time limits contained in this Section may be waived by mutual agreement of the parties in writing.

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

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

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

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

Any employee involved in an incident may be placed on unpaid Suspension Pending Investigation (SPI) leave while the incident is being investigated to determine root cause(s) and preventability. Suspension Pending Investigation (SPI) leave is unpaid

unless the incident is determined to be non-preventable. In the case of a non-preventable determination, or if the discipline does not include a suspension, the employee will receive back pay. Employees may perform other non-safety sensitive functions if available and/or appropriate until a final determination is made.

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

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

**Section 10.6 - Serious Violations.**

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

- 1) Preventable fatality occurring up to thirty (30) calendar days following an event.
- 2) Any preventable injury requiring immediate medical attention away from the scene.
- 3) Preventable passenger incident or injury while entering or exiting a vehicle or involving a lift or ramp.
- 4) Preventable incident resulting in a worker's compensation claim.
- 5) Preventable roll-away incident.
- 6) Preventable damage to vehicle(s) and/or property(ies) cumulatively totaling over \$25,000 per incident.
- 7) Preventable collisions involving District vehicles that result in towing away of a District vehicle or other non-District vehicle.
- 8) Conviction of a misdemeanor law while on duty, or conviction of a felony whether on or off duty.
- 9) Theft or deliberate destruction, defacing or damaging of District property or property of another employee or passenger.
- 10) Physical violence or fighting on District premises or vehicles or any time while on duty.
- 11) Unauthorized touching, physical contact with, or indecent exposure to, a passenger or fellow employee.

- 12) Possession of firearms, weapons, explosives, and similar devices on District premises or District vehicles or any time while on duty.
- 13) Threatening, intimidating, coercing or abusing fellow employees, passengers, customers, the District, or members of the public.
- 14) Use of language or any another activity that results in creating a hostile work environment, or to offend or harass any other employee, customer or passenger based on that employees, customers or passenger's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, marital status or any other status protected by law.
- 15) Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State, or local law or regulation to operate the District's vehicles. In the event the employee notifies the District of a temporary loss of the required license or certification, the employee shall be first entitled to an unpaid leave of absence of up to thirty (30) calendar days in order to correct said loss of a valid driver's license or other certificate required to operate the District's vehicles. In the event the employee does not immediately notify the District of any loss of license or certificate required to operate the vehicles, the employee may be terminated immediately.
- 16) Failure to properly secure a mobility device and/or the passenger using the required securement procedure. Operators shall secure passengers in wheelchairs or other mobility assistance devices with a lap and shoulder belt unless refused by passenger.
- 17) The pick-up of any unauthorized passenger or the drop off of any passenger, that is not on the paratransit operator's manifest, unless approved by a dispatcher, or supervisor.
- 18) Reporting for work or working impaired such as being under the influence of an intoxicating substance, alcohol, marijuana, or illegal drugs or any violation of the District's Drug and Alcohol Policy as referenced in this Agreement.
- 19) Dishonesty, including but not limited to, knowingly falsifying of any document including employment applications, incident reports, time records, or manifests.
- 20) Failure to report a hazardous situation, accident, or injury immediately or, at first opportunity to the dispatcher or supervisor. For purposes of this Section, a "hazardous situation" includes, but is not limited strictly to, a biohazard such as blood or other body fluid being present on the District vehicle.
- 21) Insubordination or refusal to perform assigned work.

22) Any violation of Section 9.5 - Use of Personal Cell Phones and other Electronic Devices.

23) Serious violations of other District rules and/or safety policies upon concurrence by the Union.

**Section 10.7 - Minor Violations.**

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

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

First Violation: Policy review with a documented verbal counseling

Second Violation: First "Written Warning Notice"

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

Fourth Violation: Termination of Employment or Other Disciplinary Action

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

**Section 10.8 - Vehicle and Property Damage**

Incidents of preventable damage to vehicles and/or property damage will be considered a separate tract of discipline and will be considered a minor violation. Below are the Damage Thresholds Points given for preventable accidents:

Preventable damage to vehicle/property \$5,000 and below: Policy review with a documented verbal counseling

Preventable damage to vehicle/property \$5,001 - \$7,499: First "Written Warning Notice"

Preventable damage to vehicle/property \$7,500 - \$24,999: Second "Written Warning Notice" with possible suspension



## ARTICLE 11 – ATTENDANCE

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

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

Attendance points expire and are removed after 12 months.

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

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

Pre-arranged vacation days will be excused if:

1. - An employee must submit their request through the timekeeping system at least two (2) weeks in advance to the Department Manager or their designee.
2. - Time off requests will be actioned by the Department Manager or their designee within seven (7) days of submittal.

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

Absences will be excused if the employee uses paid sick leave pursuant to Article 25. Sick time may be paid at the discretion of the employee.

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

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

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

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

Unexcused absences up to two (2) consecutive days are counted as one (1) violation point, provided proper notice is given. If an employee designates paid sick leave for an

absence, no point will be assessed. After day two (2) each day of absence is counted as a violation point unless the employee provides a doctor's note excusing the absence for up to a total of ten (10) days and the note must include all ten (10) days of absences. After ten (10) days, each day absent will be counted as a violation point, unless the absence is otherwise excused. Absences exceeding ten (10) days may be considered for a leave of absence.

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

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

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

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

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

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

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

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

#### **Section 11.5 – Tardiness**

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

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

**Section 11.6 – Disciplinary Guidelines for Attendance.**

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

The disciplinary schedule for absences shall be as follows:

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

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

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

Attendance points expire and are removed after 12 months.

**Section 11.7 Inclement Weather Days.**

During inclement weather, safety related, and/or other delays beyond the employee's control, the District will take these types of delays into consideration, and may allow additional time to report to work or designate administrative paid leave. The District may also take these delays into consideration, before issuing attendance points or other discipline.

If the District Manager designates administrative paid leave during inclement weather and/or other delays beyond the employees' control and they are instructed not to report to work, the employee will be paid for their entire shift. If, during inclement weather and/or other delays beyond the employees' control, an employee, absent the District Manager's designation, opts not to come to work, they will not be paid. The employee may use vacation pay to make up for the additional time loss.

**ARTICLE 12 - GRIEVANCE PROCEDURE**

**Section 12.1 - Definition.**

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

**Section 12.2 - Filing a Grievance.**

The grievance must set forth the nature, details, date of the alleged violation, and Article and Section of this Agreement claimed to have been violated. The employee or the Union must present the written grievance to the Operations General Manager or their designee

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within fourteen (14) business days following the occurrence out of which the grievance arose. Failure to present the grievance within fourteen (14) business days will be deemed a waiver of the grievance.

#### **STEP 1**

Such grievance will be presented in writing to the Operations General Manager, or their designee. Within fourteen (14) business days of receipt of the grievance, a meeting will be scheduled between the employee, the shop steward, and the appropriate Manager. A representative of the Union shall accompany the employee, if requested. If the Manager or their designee and the grievant are unable to arrive at a satisfactory settlement during the meeting, the Manager or their designee will provide a written answer to the Union within fourteen (14) business days after the date of the meeting.

#### **STEP 2**

If the matter is not resolved through the procedure outlined in Step 1, the Union must refer the grievance in writing to the Manager, or their designee, within fourteen (14) business days of the completion of Step 1. Upon receipt of the grievance, a meeting on the matter will be held within fourteen (14) business days. The Transportation Services Director, or their designee, the employee and, upon request, their Union representative, will be present at the meeting. The Transportation Services Director, or their designee, shall present their written decision to the employee and the Union, in no more than fourteen (14) business days following the meeting.

If the grievance is not resolved at Step 2, the employee or their representative may notify the District of their intent to move to Step 3 within fourteen (14) business days of receipt of the Step 2 response.

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

Upon receipt of the employee's or Union's intent to move to Step 3, a meeting on the matter will be held within fourteen (14) business days. The Deputy District Manager, or their designee, the employee, their Union representative and any necessary witnesses, will be present at the hearing. The Committee shall be comprised of two (2) District appointed persons and two (2) Union appointed committee persons. The Union and the District will select their own representatives, provided that the District representative shall not work in the transit department and the Local 533 representative shall not be employed at TTD. Any majority decision of the Committee shall be final and binding upon the parties to the Agreement and shall be provided in writing. The Committee shall not have any authority to add to, subtract from, change, or modify any provision of this Agreement, but shall be authorized only to apply the existing provisions of this Agreement to the specific facts, testimony and evidence of the complaint or dispute. In the event the Committee fails to reach a settlement of the dispute, they shall declare an impasse.

If the grievance is not resolved at Step 3 because of an impasse, the grieving party shall have the option of moving the grievance to binding arbitration. In the event the grieving party opts to move for binding arbitration, they shall notify the other party within fourteen (14) business days and the procedure below shall be observed.

**STEP 4: Binding Arbitration**

Upon notice of the intent to arbitrate the grievance, the Union shall request a list of five (5) arbitrators from Northern Nevada and/or Northern California from the Federal Mediation and Conciliation Service. The representatives of the District and the Union shall select the arbitrator from the list by alternately striking names from the list until one (1) name remains. A coin toss shall determine who shall strike the first name from the list. The one (1) remaining name shall be deemed the mutually selected arbitrator. The process of striking names shall occur within fourteen (14) business days of the receipt of the list by both parties.

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

**Section 12.3**

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

**Section 12.4**

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

**Section 12.5 - Time Limits.**

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



## ARTICLE 13 - CATEGORIES OF EMPLOYEES

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

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

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

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

### **Section 13.3 – Extra Board.**

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

### **Section 13.4 - Classification Change.**

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

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

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

## ARTICLE 14 - HOURS OF WORK & PAY

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

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

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

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

**Section 14.3 - Workweek.**

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

**Section 14.4 – Overtime.**

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

**Section 14.5 – Alternative Work Schedule.**

Senior Maintenance Technicians, Maintenance Technicians I & II, and Parts Technicians, shall work 10 hour, 4 days a week shift schedules providing Maintenance Technicians/Senior Maintenance Technicians maintain adequate productivity standard which is defined as > 32 hours per week clocked-in to work orders. Approved leaves are considered “clocked-in to work order hours” for the purposes of this section. If any individual drops below < 32 hours per week clocked-in to work orders, all Maintenance Technicians/Senior Maintenance Technicians will revert to a 8 hours, 5 days a week schedule until productivity meets the above standard. Productivity shall be reviewed each quarter (90 days).

Facilities Maintenance Workers I & II shall work 10 hour, 4 days a week shift schedules.

If management wishes to change this schedule, they will notify the other party two (2) pay periods prior to implementing the change, and upon request, will meet and confer prior to any implementation of such proposal unless the change is due to productivity in which case, the schedule will change following the standard bid procedure without any requirement to notice or meet and confer. The employer shall pay the employee holidays on an eight (8) hour per day basis as stipulated in this Agreement.

Transit Dispatchers shall work 8 hours, 5 days a week shift schedules.

**Section 14.6 – Step-Code**

An employee may be required to perform work which is below their current classification and rate. However, while doing so they shall continue to be paid at their higher classification and rate. Additionally, employees may be required to work in a higher classification. Transit Dispatchers who perform as an operator on a temporary basis shall be paid their normal rate plus an additional five dollars (\$5.00) an hour for time spent performing as an operator.

**ARTICLE 15 – SENIORITY****Section 15.1 - Definition.**

Seniority is defined as the length of time an employee has been continuously employed by the District, or its previous contractor or that contractor's predecessors. Seniority shall

be used to determine the employee's wage rate or benefit accrual under the terms and conditions of this Agreement. The District will recognize seniority rights from the employee's first day of work. If more than one (1) employee begins work on the same day, the employee with the earliest date on his application will have the highest seniority. When these same employees also share the same application date, then the employee with the earliest time and date of their drug screen will have the higher seniority.

**Section 15.2 - Layoff.**

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

**Section 15.3 - Seniority by Classification.**

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

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

- (a) Seniority shall be determined separately by job classification, i.e. separately for Operators, Transit Dispatchers/Reservationists, Parts Technicians, Facilities Maintenance Workers I & II, Senior and Maintenance Technicians I & II.
- (b) Within each job classification, seniority shall be determined separately by a class for (1) Full-Time and Part-Time employees, and a class for (2) Extra Board employees, with the Seniority of class (1) prevailing over class (2).
- (c) If an employee is hired as or transfers to a Part-Time or Extra Board status, the employee will not be eligible for Vacation, Holidays, Health Insurance, or the Retirement Plan unless the part-time employee is scheduled to work at least 24 hours per week.

**Section 15.4 - Classification.**

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

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



**Section 15.5 - Seniority List.**

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

**Section 15.6 - Probationary Period.**

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

**Section 15.7 - Seniority Not Broken.**

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

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

**Section 15.8 - Seniority Broken.**

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

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

**Section 15.9 - Seniority Frozen.**

Continuity of service will be frozen, and seniority will be frozen by:

- a) Inability to perform within job classification for a period of more than one (1) year due to illness/injury. Seniority will be frozen at the one (1) year point and will continue if/when the employee returns to work.

**Examples:**

1. Operator A has been an operator for 20 years and 1 month and is #1 on the seniority list. Operator B has been an operator for 20 years and is #2 on the Seniority List. Operator A is unable to perform their operator duties due to an illness/injury for 14 months, Operator A seniority is frozen at 21 years and 1 month, while Operator B continued to accrual seniority and now has 21 years and 2 months of operator service. Operator B is now #1 and Operator A is now #2 on the seniority list.
2. Operator C has been an operator for 1 year and is #20 on the seniority list. Operator D has been an operator for 11 months and is #21 on the Seniority List. Operator E has been an operator for 6 months and is #22 on the Seniority List. Operator C is unable to perform their operator duties due to an illness/injury for 14 months, Operator C seniority is frozen at 2 years, while Operator D and E continued to accrual seniority and now Operator D now has 2 years and 1 month of operator service, Operator E now has 1 year and 8 months of operator service. Operator D is now #20, Operator C is now #21, and Operator E remains #22 on the seniority list.

**Section 15.10 – Extra Shifts by Seniority.**

1. The District will post a voluntary sign-up sheet for anyone to sign-up for extra shifts. Full-time Operators not scheduled to work more than forty (40) hours that week will have first priority and will be selected in seniority order, followed by Extra Board Operators. Full-time Operators scheduled to work forty (40) hours or over that week will have the next priority and will also be selected in seniority order.

**Examples:**

1. A full-time operator with a thirty-nine (39) hour a week bid will be able to take an extra bid, even if that bid takes them over forty (40) hours that week, over a full-time operator with a weekly bid of forty (40) hours or more, even if they have higher seniority.
2. When two or more full-time operators with bids less than forty (40) compete for an extra bid, the operator with the higher seniority will prevail regardless of their weekly bids.
2. The District will contact operators in seniority order and ask them to fill the shift as necessary to reach or exceed forty (40) hours for the week. Operators may opt out of extra shifts by notifying the Operations General Manager in writing of the date range they will not be available.

3. The District will require that employees fill shifts in reverse seniority order as necessary or to reach or exceed forty (40) hours for the week. If necessary, an operator with more seniority will be required to work, rather than an operator with less seniority, to reach or exceed forty (40) hours for the week.

## **ARTICLE 16 – BIDDING**

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

The District shall conduct General Bids at least two (2) times each year, at a time determined by the District or as required due to changes in demand for the service. The District shall meet with one member from each classification and one Steward or Union designee to discuss the bids prior to its posting. District will, to the extent practicable, seek to provide at least two consecutive days off, limit split shifts, and publish the majority of bids with over thirty-four (34) hours. The General Bid shall be posted at least ten (10) business days prior to the date of the bid, with a copy sent to the Local Union. Posted runs shall show the approximate start and the approximate end times of the shift. All rosters shall be bid based on Seniority.

### **Section 16.2.**

Operators shall bid in seniority order as quickly as reasonably possible (three (3) minutes maximum), so as not to hold up the bidding process. If an Operator is unable to bid in person, the Operator shall leave a proxy with the District prior to the bid. Employees will not be covered if they are scheduled on route during the bid, they must complete a proxy. If an Operator failed to leave a proxy with the District and is not present for the bid, the manager, or designee, conducting the bid will call the Operator. If the Operator answers the call, they will have three (3) minutes to select a bid. If the Operator does not answer the call, the manager, or designee, conducting the bid will wait for three (3) minutes for the Operator to return the call and select the bid. Maintenance Technicians shall bid in seniority order. Facilities Maintenance Workers shall bid by seniority order. The remaining classifications shall bid by seniority order. Participating in the bid process is unpaid time off.

### **Section 16.3.**

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

### **Section 16.4.**

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

### **Section 16.5**

A bid shall not be construed to mean that this is a minimum or maximum time the employee will work. Operators assigned to Paratransit shall call dispatch prior to the shift

to (night before for daytime shifts or morning for evening shifts) to verify the shift start time and actual hours as this may vary due to the demand of the system.

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

**Section 16.6 - Split Shifts.**

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

**ARTICLE 17 - DRUG AND ALCOHOL PROGRAM**

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

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

**Section 18.1 - Meal Periods.**

The District shall not employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee.

The District shall not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Unless the employee is relieved of all duty during the 30 minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked. An on-duty meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties and on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

If the District fails to provide an employee a meal period in accordance with California State Law, TTD shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

TTD shall provide a suitable place for the employees to have their meal period.

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

This section shall not apply to any public transit bus driver covered by a valid collective bargaining agreement if the agreement expressly provides for meal periods for those employees, final and binding arbitration of disputes concerning application of its meal period provisions, premium wage rates for all overtime hours worked, and regular hourly rate of pay of not less than 30 percent more than the State minimum wage rate.

Example:

- You must receive an uninterrupted meal break of at least 30-minutes. This break must be provided no later than the end of your 5<sup>th</sup> hour of work. For example, if you start work at 9:00am, you must start your meal break by 2:00pm.
- If your work shift is more than 10 hours in a day, you are entitled to a second uninterrupted meal break of at least 30-minutes. This second break must be provided no later than the end of your 10<sup>th</sup> hour of work.
- If you are a Bus Operator making less than 30% more than the state minimum wage (in 2024, anyone making less than \$20.80/hr), you will receive an additional 1 hour of pay IF for business reason you are unable to take an uninterrupted meal break by your 5<sup>th</sup>/10<sup>th</sup> hour of work. Only 1 meal penalty may be incurred per day.

**California Meal Break Law Chart**

Hours on the Clock	Meal Breaks
0 – 5 hrs	0
5:01 – 10 hrs	1
10:01 – 15 hrs	2

**Section 18.2 - Rest Periods.**

TTD shall authorize and permit all employees to take rest periods, which insofar as practicable shall in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½ ) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

If the District fails to provide an employee a rest period in accordance with the applicable provisions of this order, TTD shall pay the employee (one) 1 hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.



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

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

This section shall not apply to any public transit bus driver covered by a valid collective bargaining agreement if the agreement expressly provides for rest periods for those employees, final and binding arbitration of disputes concerning application of its rest period provisions, premium wage rates for all overtime hours worked, and regular hourly rate of pay of not less than 30 percent more than the State minimum wage rate.

Example:

- You are entitled to a paid 10-minute rest break for every 4 hours worked (or major fraction thereof). Your rest break should be in the middle of your work period.
- If you are a Bus Operator making less than 30% more than the state minimum wage (In 2024, anyone making less than \$20.80/hr.), you will receive an additional 1 hour of pay IF for business reasons you are unable to take an uninterrupted rest break. Only 1 rest period may be incurred per day.

**California Rest Break Law Chart**

Hours on the Clock	Rest Breaks
0 – 3:29 hrs	0
3:30 – 6 hrs	1
6:01 – 10 hrs	2
10:01 – 14 hrs	3

**ARTICLE 19 - COMPLETE AGREEMENT**

**Section 19.1 - Sole Agreement.**

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

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

Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not

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

**ARTICLE 20 - SAVINGS CLAUSE**

**Section 20.1.**

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

**Section 20.2.**

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

**Section 20.3.**

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

**ARTICLE 21 – PENSION AND 457(b) RETIREMENT PLAN**

**Section 21.1 – Pension**

The District agrees to pay into the Western Conference of Teamsters Pension Trust Fund (Trust Fund) for each employee covered by this Agreement the following sums for all compensable hours. Hours shall include time paid for but not worked such as, but not limited to, holidays, vacation and sick time. The Employer shall also comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Date	Base	PEER	Total
7/1/2024	\$0.24	\$0.01	\$0.25

**Section 21.2**

The contribution required to provide for the Program for Enhanced Early Retirement (PEER/84) will not be taken into consideration for benefit account purposes under the Plan. The additional contributions for PEER must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time, unless the District completely withdraws from the Trust Fund with respect to this bargaining unit.

**Section 21.3**

**Break-in Rate ("BIR") for Temporary/Probationary Employees**

This Section is applicable to Temporarily Agency Personnel ("TAP") and full-time and part-time regular employees serving a probationary period.

For temporary agency personnel or probationary employees hired under or utilized for the first time, the District shall pay an hourly contribution rate of ten cents (\$0.10) (including PEER/84) during the probationary period as defined in Article 15.6, or in the initial period of utilization, but in no case longer than ninety (90) calendar days from the employee's first date of hire (into the bargaining unit) or utilization in the performance of bargaining unit work. Contributions shall be made on the same basis as set forth in Article 21.1 of this Agreement. After the expiration of the probationary period as defined in Article 15.6, or an equivalent period if an individual is utilized as a temporary employee, but in no event longer than ninety (90) calendar days from the employee's first date of hire (into the bargaining unit) or the first date of utilization as a temporary employee, the contribution shall be increased to the full contractual rate stated in Article 21.3.

**Section 21.4**

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contribution are due, the prompt and orderly collection of such amounts and the accurate reporting of such amounts paid on account of each member of the bargaining unit.

**Section 21.5 - 457(b) Retirement Plan**

All employees (regular full-time and those regular part-time employees who are regularly scheduled to work at least 24 hours per workweek) covered by this Agreement, will be automatically enrolled at 2% in the District's 457(b) Retirement Plan, a plan intended to conform to the requirements of Internal Revenue Code Section 457(b) for certain tax exempt, employee contributory plans.

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



- If an employee elects to contribute 2% of their compensation during a pay period, the District will contribute an amount equal to 1% of the employee's compensation during the pay period.
- If an employee elects to contribute 4% of their compensation during a pay period, the District will contribute an amount equal to 2% of the employee's compensation during the pay period.
- If an employee elects to contribute 6% of their compensation during a pay period, the District will contribute an amount equal to 3% of the employee's compensation during the pay period.
- If an employee elects to contribute more than 6% of their compensation, for example 8%, during a pay period the District will only contribute an amount equal to 3% of the employee's compensation during the pay period.

**ARTICLE 22 - UNION ADMINISTRATION FUND**

The Union is required to expend sums, to administer this Agreement, on behalf of all bargaining unit members employed by the District. This Agreement shall authorize the employer to deduct and remit to the Union five cents (\$0.05) for all compensated hours worked during each month, by each employee of the bargaining unit, including time paid as vacation, holidays, for the Union Administration Fund effective on the first full payroll after ratification of this agreement. Such funds shall be sent no later than the tenth (10th) of the month, following the hours paid to the employee of the agreement, of the previous month, to: Teamsters Local Union # No.533, 1190 Selmi Dr., Ste.100 Reno, NV 89512.

**ARTICLE 23- HOLIDAYS**

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

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

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

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

## **ARTICLE 24 - JURY DUTY**

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

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

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

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

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

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

## **ARTICLE 25 – PAID SICK LEAVE**

Upon completing ninety (90) days of continuous employment, employees shall be given forty (40) hours or five (5) days, whichever is greater, in each year of employment. Paid sick leave which shall be paid at the straight time rate of pay. For purposes of this Article, hours paid as sick time shall not count for purposes of overtime. All current employees shall be eligible for the benefits contained in this Article upon ratification of this Agreement. Sick time may not accumulate and carried over from year to year. Forty (40) hours of paid sick leave time shall be payable to an employee at the end of each fiscal year (June 30) minus the paid sick leave time the employee used throughout the previous fiscal year. If the employee should separate from the agency prior to June 30, they will not receive a payout for their remaining paid sick leave time.

The employer shall pay sick leave at a minimum of two (2) hours, up to eight (8) hours per day unless the employee's regular scheduled shift is ten (10) hours and then the sick leave will be paid on a ten (10) hour per day basis, up to forty (40) hours or five (5) days, whichever is greater, in each year of employment. If an employee's shift changes from ten (10) hours per day to eight (8) hours per day or vice versa, ten (10) hours of sick leave

will be deducted or added but not to go over fifty (50) hours in a fiscal year.

Absences will be excused if the employee uses any of their forty (40) hours or five (5) days of sick time. Employees decide when to designate absences as paid sick leave.

Absences will be excused if the employee uses any of their hours of sick time.

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

**ARTICLE 26 – BEREAVEMENT LEAVE**

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

Following the death of a family member, an employee will be granted up to five (5) days off without pay.

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

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

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

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

## ARTICLE 27 - HEALTH AND WELFARE

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

The District will participate in the Northern California General Teamsters Security Fund, Select 500 Plan, and will be bound by the Agreement and Declaration of Trust thereof, and execute a subscriber agreement providing for contributions to the Fund as set forth below. The District will remit the required contribution to the Trust each month as established by the Board of Trustees for all covered employees.

Each year, the employer will pay up to 106% of the prior year's full coverage Employee Only Select 500 Plan premium. Any unused balance from that figure may be applied to spouse/dependents. If the employee does not have any spouse/dependents, the unused balance remains with the employer. There is no cash value for any premium paid by the employer. Any amount exceeding 106% of the prior year is the responsibility of the employee.

**For example:** Year 1 premium for Med/Rx/Dental/VSP is \$728. For Year 2, that premium increases 4% to \$757.12. District will pay up to 6% on the **prior year premium** or \$771.68 ( $\$728 \times 1.04 = \$771.68$ ). The difference ( $\$771.68 - \$757.12 = \$14.56$ ) may be used towards dependent coverage premium. Any unused portion remains with employer and any portion of the premium exceeding 6% is the sole responsibility of the employee.

At no time will the District contribute more than 6.00% over the prior year's premium.

### **Section 27.2 - Eligibility and Contributions.**

All Full-Time bargaining unit employees who work at least eighty (80) hours per month shall be eligible for benefits on the first of the month following: sixty (60) calendar days of employment. Thereafter, employees are eligible for benefits for each month in which they are compensated eighty (80) hours. Coverage shall be for the month following the month in which the hours are worked or for which they are paid. (i.e., work 80 hours in January and receive coverage in February.)

For purposes of eligibility, time worked shall include time paid for but not worked, including vacation pay (PTO) and paid sick leave, and shall include all hours paid, including overtime.

Participation shall be in the Select 500 Plan, for which all eligible employees shall be required to complete and submit to the Plan Administrator an enrollment form. Eligible employees will be permitted to enroll in any tier. These tiers include Employee Only, Employee Plus Spouse, Employee Plus Child(ren), Employee Plus Family or opt out.

While participating in the Select 500 Plan, the total amount due for all eligible employees shall be remitted to the Trust Fund no later than the tenth (10<sup>th</sup>) day of the month for which coverage is to be afforded.

Employees covered by the Select 500 Plan are also permitted to elect various coverage options, including Full Coverage, Medical and Rx only, Dental and Vision only, or decline coverage completely.

The District will contribute up to \$728.00 towards the coverage under the Select 500 Plan throughout 2024, not to exceed an increase of six percent (6%) per year. In the event that the premium amount for a year exceeds six percent (6%), the employee wage withholdings shall increase as necessary to equal the total premium contribution amount due to the Trust.

For 2024

<u>Med/RX/Den/VSP</u>	<u>Total</u>	<u>ER Premium</u>	<u>Employee</u>
Employee Only	\$728.00	\$728.00	\$0.00
Employee +Spouse	\$1233.00	\$728.00	\$505.00
Employee +Child(ren)	\$1173.00	\$728.00	\$445.00
Employee +Family	\$1633.00	\$728.00	\$905.00

For 2024

<u>Med/RX ONLY</u>	<u>Total</u>	<u>ER Premium</u>	<u>Employee</u>
Employee Only	\$669.00	\$669.00	\$0.00
Employee +Spouse	\$1118.00	\$728.00	\$390.00
Employee +Child(ren)	\$1023.00	\$728.00	\$295.00
Employee +Family	\$1425.00	\$728.00	\$697.00

Contribution rates are subject to increase by the Trust at any time.

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

**Section 27.3 – Disability Leave.**

If an employee is injured on or off the job and is approved for FMLA, the Company shall continue to pay the required employer contributions as mandated by law. During such FMLA leave, health and welfare premiums shall be remitted in the following manner: The Company shall remit the first three (3) months of premiums due for an employee and their dependents to the Trust. During disability leave, the employee will be required to pay their portion of the premium. If the employee remains disabled following this three (3) month period, NCGTSF will waive the premium contributions due for the employee and dependent(s) up to an additional three (3) months, provided that the disabled employee returns the required medical documentation. NCGTSF limits waivers of contribution due to disability to a maximum of three (3) months in any rolling twelve (12) month period.

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



**ARTICLE 28 COMPENSATION**

**Annual Increase.**

All employees hired on or before July 1, 2024 shall receive a five percent (5.0%) increase to their base rate of pay effective on July 1, 2024.

NOTE: In the first year, there will be a twenty-five (\$.25) cent per hour reduction from wages where the twenty-five (\$.25) cents per hour will be a contribution to the Western Conference of Teamsters Pension Trust Fund for each employee covered by this Agreement.

**Operators**

All current operators hired on or before July 1, 2024 shall receive a five percent (5.0%) increase to their base rate of pay effective on July 1, 2024 and annually thereafter.

Newly hired Operators hired after July 1, 2024 shall be paid pursuant to the following minimum pay scale, provided that at no time will the rate be less than the minimum wage required by state law. Annual increases of 5% will be effective on their anniversary date:

Operators	7/1/2024 DOH	7/1/2025	7/1/2026	7/1/2027
Operator <u>fully</u> licensed and credentialed	\$25.75	\$26.25	\$26.75	\$27.25
Operator <u>not fully</u> licensed and credentialed	\$20.75	\$21.25	\$21.75	\$22.25

Newly hired Operators that are not fully licensed and credentialed will be hired at \$20.75. Once the Operator completes training, obtains their CDL and meets the necessary 'in-service' status, the employee will be adjusted to the In Service Rate of pay.

Incumbent Operators will receive the following increases to their current wage:

Incumbent	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Operators	+ 5.0%	+5.0%	+5.0%	+5.0%

An additional six dollars (\$6.00) per hour shall be paid to any employees for time spent working as a Behind the Wheel Trainer.

An additional three dollars (\$3.00) per hour shall be paid to any employees for time each day spent working as a Cadet Trainer.

## Shift Differential Overtime Pay

### Purpose:

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

The differential only applies to full-time bus operators with a roster (bid). Operators without a roster are not eligible. Management reserves the right to terminate and reinstate this program to meet service demands.

### Compliance:

Staff shall ensure compliance with this and all SOPs.

### Procedures:

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

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

Examples:

Overtime on Shift Differential: An operator who makes \$25.75/hour and has worked thirty-four (34) hours in a week, agrees to pick up a seven-hour shift. They are compensated at \$30.75/hour (\$25.75+\$5.00) for six (6) hours up to forty (40) hours, then at \$46.125/hour (1.5 x 30.75) for the one hour of overtime that exceeds forty (40) hours.

Overtime on Regular Rate of Pay: An operator who makes \$25.75/hour and has worked thirty-eight (38) hours in a week is scheduled for a short afternoon shift of three (3) hours. The operator agrees to cover a five (5) hour shift that morning, which qualifies for a shift differential. They are compensated at \$30.75/hour (\$25.75+\$5.00) for the first two (2) hours up to forty (40) hours, then at \$46.125/hour (1.5 x \$30.75) for the remaining three (3) hours of overtime that exceeds forty (40) hours. However, the regularly scheduled shift in the afternoon will be compensated overtime on their regular rate of pay \$38.625/hour (1.5 x \$25.75) for three (3) hours.

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

The shift differential DOES NOT apply to regular routes where:

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

**Maintenance Technicians and Facilities Maintenance Workers**

All current Maintenance Technicians and Facilities Maintenance Workers hired on or before July 1, 2024 shall receive a five percent (5%) increase to their base rate of pay effective on July 1, 2024 and annually thereafter.

Newly hired Maintenance Technicians and Facilities Maintenance Workers hired after the effective date of this Agreement shall be hired at the following minimum pay scale, provided that at no time will the rate be less than the minimum wage required by state law. Annual increases of 5% will be effective on their anniversary date:

Technicians	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Senior Maintenance Tech	\$33.15	\$33.65	\$34.15	\$34.65
Maintenance Tech II	\$30.15	\$30.65	\$31.15	\$31.65
Maintenance Tech I	\$28.35	\$28.85	\$29.35	\$29.85
	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Facilities Maint Worker I	\$22.35	\$22.85	\$23.35	\$23.85
Facilities Maint Worker II	\$24.15	\$24.65	\$25.15	\$25.65

When an employee is promoted into a higher classification, that employee's pay will increase by the difference of the positions for that year. Annual increases will be based on the promotion anniversary date.

Example: A Facilities Maintenance Worker I becomes a Facilities Maintenance Worker II, the wage difference between the classifications is \$1.80, so the promoted employee would receive a \$1.80 to their current rate of pay.



Incumbent Maintenance Technicians and Facilities Maintenance Workers will receive the following increases to their current wage:

Incumbent	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Maintenance Technicians and Facilities Maintenance Workers	+ 5.0%	+ 5.0%	+ 5.0%	+ 5.0%

National Institute for Automotive Service Excellence (ASE) Certification. Senior Maintenance Technician, Maintenance Technician I and II, and Parts Technician positions may be eligible for reimbursement of reasonable time, testing fees, and mileage to obtain ASE certifications. Qualified employees may have reasonable time, testing fees, and mileage reimbursed up to two (2) times per fiscal year (July 1 – June 30). Employees must have pre-approval from the Operations General Manager or his/her designee for the ASE Certification, the amount of reimbursable time, and the date of the test. Employees are limited to two (2) reimbursable ASE certifications per year. Test dates and scheduling will be arranged through the Fleet and Facilities Supervisor to provide minimal impact on the maintenance program.

All Maintenance Technicians, Facilities Maintenance Workers, and Parts Technicians shall be reimbursed up to five hundred dollars (\$500) per year to purchase tools, toolboxes, and boots upon presentation of a valid receipt.

**Transit Dispatcher/Reservationist Wages**

All current Transit Dispatcher/Reservationist hired on or before July 1, 2024 shall receive a five percent (5.00%) increase to their base rate of pay effective on July 1, 2024 and annually thereafter.

Newly hired Transit Dispatchers/Reservationists shall be hired (after July 1, 2024) at the following minimum pay scale, provided that at no time will the rate be less than the minimum wage required by state law. Annual increases of 5% will be effective on their anniversary date:

	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Transit Dispatchers/Reservationists	\$24.15	\$24.65	\$25.15	\$25.65

Incumbent Transit Dispatchers/Reservationists will receive the following increases to their current wage:

Incumbent	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Transit Dispatchers/Reservationists	+ 5.0%	+ 5.0%	+ 5.0%	+ 5.0%

An additional \$3.00 per hour shall be paid to any dispatcher for time spent training a new dispatcher for the first seven days they train in the dispatch office.

**Parts Technician Wages.**

All current Parts Technicians hired on or before July 1, 2024 shall receive a five percent (5.00%) increase to their base rate of pay effective on July 1, 2024 and annually thereafter.

Newly hired Parts Technicians shall be hired at the following minimum pay scale, provided that at no time will the rate be less than the minimum wage required by state law. Annual increases of 5% will be effective on their anniversary date:

	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Parts Technician	\$28.15	\$28.65	\$29.15	\$29.65

Incumbent Parts Technicians will receive the following increases to their current wage:

Incumbent	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Parts Technician	+ 5.0%	+ 5.0%	+ 5.0%	+ 5.0%

**Extra Board Employees.**

Extra Board employees shall be hired pursuant to the same wage scale, and shall receive the same increases, as Full Time and Part-Time employees within the same job classification. Extra Board employees that return for a consecutive season will be paid according to the wage scale for their classification.

**ARTICLE 29 – GENERAL PROVISIONS**

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

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

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

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

**Section 29.3 – Offer Letters**

In the event that there is a conflict between a provision of the CBA and the District's employees policies or employees handbook, the terms of the CBA will control.

**Section 29.4 – Business Days Defined.**

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

**Section 29.5 – Commercial Driver License (CDL) Testing.**

TTD will provide safety-sensitive classifications (Bus Operator, Transit Dispatcher, Senior Maintenance Technician, Maintenance Technician I & II, Facilities Maintenance Worker I) with training to obtain their Commercial Driver License (CDL). To manage cost, TTD has implemented the following guidelines for the training program:

1. Candidates applying for Bus Operator, Transit Dispatcher, Senior Maintenance Technician, Maintenance Technician, and Facilities Maintenance Worker who do not have a CDL may apply and can be hired prior to obtaining a CDL permit. The Bus Operator, Transit Dispatcher, Senior Maintenance Technician, Maintenance Technician, and Facilities Maintenance Worker will be provided with up to 40 hours of training/study guidance and must secure a CDL permit within the first three (3) weeks of employment. Permit training is limited to no more than three (3) attempts to successfully secure a permit. Failure to meet this requirement may subject the employee to termination.
2. TTD will provide behind-the-wheel CDL training and once the trainee has demonstrated they understand the information, the individual is provided with a trainer and a vehicle for testing in either California or Nevada. Behind-the-wheel training is limited to no more than three (3) drive test attempts to successfully secure a CDL. Failure to meet this requirement may subject the employee to termination.
3. There is no cost to employees who participate in the training provided by TTD. The employee is responsible for the CDL application fee at the Department of Motor Vehicles, which includes three (3) written test attempts to obtain the permit and three (3) drive test attempts to obtain a CDL. The employee may receive reimbursement for the initial applications fees by submitting an expense report. Any additional application fees will be at the cost of the employee.
4. Candidates hired as Bus Operators, Transit Dispatchers, Senior Maintenance Technicians, Maintenance Technicians, and Facilities Maintenance Workers are required to obtain their CDL permit within the first three (3) weeks of employment with TTD to begin permit and behind-the-wheel training and meet all conditions of employment. If the employee is unable to obtain a CDL permit within the first three (3) weeks of employment with TTD, they may be released under probation for not meeting the conditions of employment. Later, if the individual successfully obtains the CDL permit, they may reapply if there is an opening available.
5. All trainees will be provided with up to 40 hours of training/study guidance to take up to three (3) CDL permit tests. If they are unable to pass the CDL permit test

after three (3) attempts, no additional TTD resources will be provided, and the individual may be released under probation.

6. After securing their CDL permit, Bus Operators, Transit Dispatchers, Senior Maintenance Technicians, Maintenance Technicians, and Facilities Maintenance Workers are trained and provided with a bus and trainer to take up to three (3) drive tests. If they are unable to pass the driving test after three (3) attempts, no additional TTD resources will be provided, and the individual may be released due to a violation of the CDL Testing policy.

**ARTICLE 30 – VACATION**

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

<u>Continuous Length of Service</u>	<u>Vacation Accrual</u>
Years 1 through 7	80 Hours Annually (3.077 hours/pay period)
Years 8 through 14	120 Hours Annually (4.615 hours/pay period)
Years 15 and above	160 Hours Annually (6.154 hours/pay period)

Once the maximum accrual limit is reached, the employee will no longer accrue vacation hours until hours are used, and the accrued hours fall below the maximum accrual.

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

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

The employer shall only pay vacation for scheduled shifts, and it shall not be paid for scheduled days off. The employer shall pay vacation at a minimum of two (2) hours, up to eight (8) hours per day unless the employee's regular scheduled shift is ten (10) hours and then the vacation will be paid up to ten (10) hours per day.

**ARTICLE 31 – CALIFORNIA STATE DISABILITY INSURANCE**

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



**ARTICLE 32 - SUCCESSORS AND ASSIGNS**

**Section 32.1.**

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

**Section 32.2.**

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

**ARTICLE 33 - DURATION**

**Section 33.1 - Effective Date.**

This Agreement will be effective from July 1, 2024 through June 30, 2028 and will continue thereafter unless either party gives a sixty (60) day notice of opening.

**Section 33.2 - Renewal.**

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

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

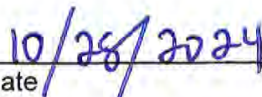
**TAHOE TRANSPORTATION DISTRICT**

**TEAMSTERS LOCAL UNION NO. 533**

\_\_\_\_\_  
**Carl Hasty, District Manager**

  
\_\_\_\_\_  
**Chris Fuqua, Vice President**

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TAHOE TRANSPORTATION DISTRICT

And



**TEAMSTERS LOCAL UNION No. 533**

**JULY 1, ~~2020~~2024 THROUGH JUNE 30, ~~2024~~2028**

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

This Collective Bargaining Agreement (“Agreement”) is entered into, and effective on July 1, ~~2020~~2024, by and between the Tahoe Transportation District (hereinafter referred to as the “District”) and Teamsters, Chauffeurs, Warehousemen and Helpers, and Professional, Clerical, Public and Miscellaneous Employees Local Union No. 533, of Donner and the Tahoe Basin, Reno and Northern Nevada, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the “Union”). Its purpose is the promotion of harmonious relations between the District and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 2 – RECOGNITION**

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

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

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

The bargaining unit only includes the following employees of the District: drivers (Operators), dispatchers/reservationists, (Transit Dispatchers), utility workers (Facility TechniciansFacilities Maintenance Workers I & II), fuelers, parts ~~clerk~~technicians and mechanics/maintenance (Senior Maintenance Technician/Maintenance Technicians I & II).

### **Section 2.3 – Work Preservation.**

Non-Bargaining Unit Personnel (NBUP) shall not perform the duties of bargaining unit workers unless:

1. General:

a. Work performed is for training or demonstration purposes.

2. Operators:

a. There are no operators readily available, then a NBUP will perform the necessary duties until an operator becomes available.

3. Other Classifications:

Such work is agreed upon with the majority in the classification (the highest seniority representative on duty as a tie breaker) in that department prior to work beginning.



## ARTICLE 3 – PARTICIPATION

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

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

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

An employee assigned to a covered classification ([Bus Operator, Transit Dispatcher, Senior Maintenance Technician, Maintenance Technician I & II, Facilities Maintenance Worker I & II, Parts Technician](#)) who is employed by the District on the effective date of this Agreement, as a condition of employment, will become and remain a member in good standing of the Union, not later than the 31st day ~~following the employee's completion of training of employment.~~

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

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

### **Section 3.4**

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

### **Section 3.5**

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

### **Section 3.6**

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

### **Section 3.7**

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

### **Section 3.8**

The District agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the District of the amounts designated by each contributing employee that are to be deducted from their Collective Bargaining Agreement

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paycheck on a weekly basis for all weeks worked. The phrase "Weeks Worked" excludes any week other than a week in which the employee earned a wage. The District shall transmit to DRIVE headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from that employee's paycheck. The District shall remit all DRIVE money to the proper location not later than the 20th day of the month following the date on which the money was deducted from the employee's paycheck.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

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

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

- (a) To reprimand, suspend, terminate, or otherwise discipline employees for just cause and to determine the number of employees to be employed.
- (b) To hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work.
- (c) To set the reasonable safe standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.
- (d) To close down, or relocate the District's operations or any part thereof; to expand, reduce, alter, sub-contract, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the District or the client. The District agrees that any sub-contracting will not be used as a purposeful policy to permanently direct bargaining unit work to non-union providers.
- (e) To determine the price at which the District contracts its services, to determine the methods of financing its operation and services, and to determine the number, location and operation of departments, divisions, and all other units of the District.
- (f) To introduce new or improved software, machines, tools, equipment, property, research, service, maintenance methods, and materials used to increase efficiency.

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- (g) To hire, promote, assign, transfer, demote, discipline, and terminate for just cause.
- (h) To issue, amend and revise policies, rules, regulations, and practices including standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the District and to direct the District's employees; to conduct investigations and carry out directions based on the results of such.

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

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

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

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

#### **Section 4.4.**

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

## ARTICLE 5 - REPRESENTATIVES' RIGHTS

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

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

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

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

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

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

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

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

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

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

**Section 5.5 - Union Visitation.**

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

**ARTICLE 6 - BULLETIN BOARDS****Section 6.1 - Union Business.**

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

**Section 6.2 - Indemnification.**

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

**ARTICLE 7 - AFFIRMATIVE ACTION****Section 7.1 - Equal Opportunity.**

The District and the Union recognize a common commitment to the equality of opportunity for all. Therefore, the District and the Union agree that neither will discriminate against any employee with respect to hiring, compensation or terms or conditions of employment because of such individual's race, color, religion, sex, [\(including gender identity, sexual orientation, and pregnancy\)](#), age, [\(40 or older\)](#), national origin, marital status, [sexual orientation](#), disability, [genetic information](#) or Vietnam Era veteran status, or any other status protected by law.

**ARTICLE 8 - NO STRIKE, NO LOCKOUT****Section 8.1 - Disputes.**

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

**Section 8.2 - No Strikes.**

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

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

**ARTICLE 9 SAFETY****Section 9.1 - Safety General.**

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

**Section 9.2 - Safety Committee**

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

**Section 9.3 - Equipment Safety**

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

**Section 9.4- Motor Vehicle Records (MVR)**

The District will obtain a copy of each employee's MVR who will operate, a revenue and/or non-revenue vehicle as part of the new hire process. Employees must report to their supervisor a citation received in either a District or personal vehicle prior to their next

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scheduled shift. Failure to report a citation could result in discipline up to and including immediate termination.

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

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

**ARTICLE 10 – DISCIPLINE**

**Section 10.1- Work Rules.**

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

Prior to implementation, the Union may request to meet with the District to discuss the intent and purpose of any new rule or regulation. Disagreements concerning the effects of implementation of any District Rule conflicting with the terms of this Agreement is subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within ~~ten (10)~~fourteen (14) business days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

**Section 10.2 - Disciplinary Procedures.**

- (a) No bargaining unit employee working under the terms and conditions of this Agreement shall be suspended or discharged except for just cause. The District Manager, the ~~Transit System Program~~Deputy District Manager, the ~~Transportation Services Director, the~~ Operations ~~Manager, the Fleet and Facilities~~General Manager, or their management designee, shall perform all disciplinary processes. The District agrees to be fully compliant with employee's representational rights under *Social Workers' Union v. Alameda County Welfare Department*, 11 Cal. 3d 382 (1974) to the extent such case remains valid law. The charged employee shall be given the opportunity to attend all meetings which may result in disciplinary action.-



- (a) A Union representative shall be allowed to attend the meeting if requested by the employee. If no Union representation is requested by the employee, said employee shall sign a waiver provided by the Union stating such.
- (b) The respective manager, to whom the individual is requested to report, shall give a fair and impartial hearing to all employees. This shall also include corrective interviews, through the disciplinary process. Stewards will be notified in a timely manner of any suspensions or pending terminations.
- (c) A copy of bargaining member's disciplinary actions shall be offered to the employee. The shop steward and the Local Union shall also be given copies of discipline within ~~ten (10)~~ fourteen (14) business days of the issuance of said discipline via hard copy, fax, or email transmission.
- (d) Initial discipline shall occur within fourteen (14) business days of the District's knowledge of an alleged infraction/incident. The District will notify the Union if an investigation will last longer than fourteen (14) business days to complete.
- (e) Each Section of discipline (Section 10.6 - Serious Violations, Section 10.7 – Minor Violations, Article 11 – Attendance) ~~represent~~ represents a separate track of discipline action.
- (f) Disciplinary action taken by the District according to the terms of this Section is subject to the grievance procedure contained herein.
- (g) Time limits contained in this Section may be waived by mutual agreement of the parties in writing.

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

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

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

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

Any employee involved in an incident may be placed on unpaid Suspension Pending Investigation (SPI) leave while the incident is being investigated to determine root

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

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

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

**Section 10.6 - Serious Violations.**

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

- 1) Preventable fatality occurring up to thirty (30) calendar days following an event.
- 2) Any preventable injury requiring immediate medical attention away from the scene.
- 3) Preventable passenger incident or injury while entering or exiting a vehicle or involving a lift or ramp.
- 4) Preventable incident resulting in a worker’s compensation claim.
- 5) Preventable roll-away incident.
- 6) Preventable damage to vehicle(s) and/or property(ies) cumulatively totaling over \$25,000 per incident.
- 7) Preventable collisions involving District vehicles that ~~results~~result in towing away of a District vehicle or other non-District vehicle.
- 8) Conviction of a misdemeanor law while on duty, or conviction of a felony whether on or off duty.
- 9) Theft or deliberate destruction, defacing or damaging of District property or property of another employee or passenger.
- 10) Physical violence or fighting on District premises or vehicles or any time while on duty.
- 11) Unauthorized touching, physical contact with, or indecent exposure to, a passenger or fellow employee.

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- 12) Possession of firearms, weapons, ~~or~~ explosives, and similar devices on District premises or District vehicles or any time while on duty.
- 13) Threatening, intimidating, coercing or abusing fellow employees, passengers, customers, the District, or members of the public.
- 14) Use of language or any another activity that results in creating a hostile work environment, or to offend or harass any other employee, customer or passenger based on that employees, customers or passenger's race, color, religion, sex, age, national origin, marital status, sexual orientation, disability or Vietnam Era veteran status, marital status or any other status protected by law.
- 15) Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State, or local law or regulation to operate the District's vehicles. In the event the employee notifies the District of a temporary loss of the required license or certification, the employee shall be first entitled to an unpaid leave of absence of up to thirty (30) calendar days in order to correct said loss of a valid driver's license or other certificate required to operate the District's vehicles. In the event the employee does not immediately notify the District of any loss of license or certificate required to operate the vehicles, the employee may be terminated immediately.
- 16) Failure to properly secure a mobility device and/or the passenger using the required securement procedure. Operators shall secure passengers in wheelchairs or other mobility assistance ~~device~~devices with a lap and shoulder belt unless refused by passenger.
- 17) The pick-up of any unauthorized passenger or the drop off of any passenger, that is not on the paratransit operator's manifest, unless approved by a dispatcher, or supervisor.
- 18) Reporting for work or working impaired such as being under the influence of an intoxicating substance, alcohol, marijuana, or illegal drugs or any violation of the District's Drug and Alcohol Policy as referenced in this Agreement.
- 19) Dishonesty, including but not limited to, knowingly falsifying of any document including employment applications, incident reports, time records, or manifests.
- 20) Failure to report a hazardous situation, accident, or injury immediately or, at first opportunity to the dispatcher or supervisor. For purposes of this Section, a "hazardous situation" includes, but is not limited strictly to, a ~~bio-hazard~~biohazard such as blood or other body fluid being present on the District vehicle.
- 21) Insubordination or refusal to perform assigned work.
- 22) Any violation of Section 9.5 - Use of Personal Cell Phones and other Electronic Devices.

- 23) Serious violations of other District rules and/or safety policies upon concurrence by the Union.

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

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

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

First Violation: Policy review with a documented verbal counseling

Second Violation: First "Written Warning Notice"

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

Fourth Violation: Termination of Employment or Other Disciplinary Action

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

### **Section 10.8 - Vehicle and Property Damage**

Incidents of preventable damage to vehicles and/or property damage will be considered a separate tract of discipline and will be considered a minor violation. Below are the Damage Thresholds Points given for preventable accidents:

Preventable damage to vehicle/property \$5,000 and below: Policy review with a documented verbal counseling

Preventable damage to vehicle/property \$5,001 - \$7,499: First "Written Warning Notice"

Preventable damage to vehicle/property \$7,500 - \$24,999: Second "Written Warning Notice" with possible suspension

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## ARTICLE 11 – ATTENDANCE

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

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

Attendance points expire and are removed after 12 months.

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

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

Pre-arranged vacation days will be excused if:

- ~~1. - A District "Advance Time-Off Request" form is completed in writing. An employee must submit their request through the timekeeping system at least two-~~  
4. (2) weeks in advance ~~and submitted~~ to the Department Manager or their designee.
2. - ~~The "Advance Time-Off Authorization" off requests will be issued in writing~~ ~~actioned~~ by the Department Manager or their designee within ~~one (1) week prior to the time off requested~~ seven (7) days of submittal.

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

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

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

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

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

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

Unexcused absences up to two (2) consecutive days are counted as one (1) violation point, provided proper notice is given. If an employee designates paid sick leave for an absence, no point will be assessed. After day two (2) each day of absence is counted as a violation point unless the employee provides a doctor's note excusing the absence for up to a total of ten (10) days and the note must include all ten (10) days of absences. After ten (10) days, each day absent will be counted as a violation point, unless the absence is otherwise excused. Absences exceeding ten (10) days may be considered for a leave of absence.

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

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

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

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

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

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

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

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

**Section 11.5 – Tardiness**

Reporting to work more than five (5) minutes after a scheduled report time, either for shift start or returning from rest or meal breaks will be counted as one (1) attendance point. If an employee is tardy for their shift, the shift may be re-assigned, and the employee sent home.

**Section 11.6 – Disciplinary Guidelines for Attendance.**

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

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

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

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

Attendance points expire and are removed after 12 months.

**Section 11.7 Inclement Weather Days.**

During inclement weather, safety related, and/or other delays beyond the employee's control, the District will take these types of delays into consideration, and may allow additional time to report to work or designate administrative paid leave. The District may also take these delays into consideration, before issuing attendance points or other discipline.

If the District Manager designates administrative paid leave during inclement weather and/or other delays beyond the employees' control and they are instructed not to report to work, the employee will be paid for their entire shift. If, during inclement weather and/or other delays beyond the employees' control, an employee, absent the District Manager's designation, opts not to come to work, they will not be paid. The employee may use vacation pay to make up for the additional time loss.

**ARTICLE 12 - GRIEVANCE PROCEDURE****Section 12.1 - Definition.**

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

**Section 12.2 - Filing a Grievance.**

The grievance must set forth the nature, details, date of the alleged violation, and Article

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and Section of this Agreement claimed to have been violated. The employee or the Union must present the written grievance to the Operations ~~or Fleet and Facilities~~ General Manager or their designee within ~~ten (10)~~ fourteen (14) business days following the occurrence out of which the grievance arose. Failure to present the grievance within ~~ten (10)~~ fourteen (14) business days will be deemed a waiver of the grievance.

### **STEP 1**

Such grievance will be presented in writing to the Operations ~~or Fleet and Facilities~~ General Manager, or their designee. Within ~~ten (10)~~ fourteen (14) business days of receipt of the grievance, a meeting will be scheduled between the employee, the shop steward, and the appropriate Manager. A representative of the Union shall accompany the employee, if requested. If the Manager or their designee and the grievant are unable to arrive at a satisfactory settlement during the meeting, the Manager or their designee will provide a written answer to the Union within ~~ten (10)~~ fourteen (14) business days after the date of the meeting.

### **STEP 2**

If the matter is not resolved through the procedure outlined in Step 1, the Union must refer the grievance in writing to the Manager, or their designee, within ~~ten (10)~~ fourteen (14) business days of the completion of Step 1. Upon receipt of the grievance, a meeting on the matter will be held within ~~ten (10)~~ fourteen (14) business days. The ~~Transit System Program Manager~~ Transportation Services Director, or their designee, the employee and, upon request, their Union representative, will be present at the meeting. ~~The Transit System Program Manager~~ The Transportation Services Director, or their designee, shall present their written decision to the employee and the Union, in no more than ~~ten (10)~~ fourteen (14) business days following the meeting.

If the grievance is not resolved at Step 2, the employee or their representative may notify the District of their intent to move to Step 3 within ~~ten (10)~~ fourteen (14) business days of receipt of the Step 2 response.

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

Upon receipt of the employee's or Union's intent to move to Step 3, a meeting on the matter will be held within ~~ten (10)~~ fourteen (14) business days. The Deputy District Manager, or their designee, the employee, their Union representative and any necessary witnesses, will be present at the hearing. The Committee shall be comprised of two (2) District appointed persons and two (2) Union appointed committee persons. The Union and the District will select their own representatives, provided that the District representative shall not work in the transit department and the Local 533 representative shall not be employed at TTD. Any majority decision of the Committee shall be final and binding upon the parties to the Agreement and shall be provided in writing. The Committee shall not have any authority to add to, subtract from, change, or modify any provision of this Agreement, but shall be authorized only to apply the existing provisions of this Agreement to the specific facts, testimony and evidence of the complaint or dispute. In the event the Committee fails to reach a settlement of the dispute, they shall declare an impasse.

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

(14) business days and the procedure below shall be observed.

#### **STEP 4: Binding Arbitration**

Upon notice of the intent to arbitrate the grievance, the Union shall request a list of five (5) arbitrators from Northern Nevada and/or Northern California from the Federal Mediation and Conciliation Service. The representatives of the District and the Union shall select the arbitrator from the list by alternately striking names from the list until one (1) name remains. A coin toss shall determine who shall strike the first name from the list. The one (1) remaining name shall be deemed the mutually selected arbitrator. The process of striking names shall occur within ~~ten (10)~~fourteen (14) business days of the receipt of the list by both parties.

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

#### **Section 12.3**

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

#### **Section 12.4**

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

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

Time limits specified in each step of the procedure shall be strictly adhered to and may only be extended by mutual agreement of the parties in writing. Failure of the grievant,

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the Union, or the District to meet and observe the time limits shall terminate all proceedings and no further action may be taken. The determination of the grievance shall be awarded to the timely party.

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

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

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

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

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

### **Section 13.3 – Extra Board.**

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

### **Section 13.4 - Classification Change.**

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

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

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

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

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

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

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

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

**Section 14.3 - Workweek.**

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

**Section 14.4 – Overtime.**

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

**Section 14.5 – Alternative Work Schedule.**

~~Maintenance Technicians and Facilities Technicians shall work 10 hour, 4 days a week shift schedules. If management or the Union Senior Maintenance Technicians, Maintenance Technicians I & II, and Parts Technicians, shall work 10 hour, 4 days a week shift schedules providing Maintenance Technicians/Senior Maintenance Technicians maintain adequate productivity standard which is defined as > 32 hours per week clocked-in to work orders. Approved leaves are considered “clocked-in to work order hours” for the purposes of this section. If any individual drops below < 32 hours per week clocked-in to work orders, all Maintenance Technicians/Senior Maintenance Technicians will revert to a 8 hours, 5 days a week schedule until productivity meets the above standard. Productivity shall be reviewed each quarter (90 days).~~

Facilities Maintenance Workers I & II shall work 10 hour, 4 days a week shift schedules.

If management wishes to change this schedule, they will notify the other party two (2) pay periods prior to implementing the change, and upon request, will meet and confer prior to any implementation of such proposal. The employer shall pay the employee sick leave and vacation up to forty (40) hours per week, unless the change is due to productivity in which case, the schedule will change following the standard bid procedure without any requirement to notice or meet and confer. The employer shall pay the employee holidays on an eight (8) hour per day basis as stipulated in this Agreement.

Transit Dispatchers shall work 8 hours, 5 days a week shift schedules.

**Section 14.6 – Step-Code.**

An employee may be required to perform work which is below their current classification and rate. However, while doing so they shall continue to be paid at their higher classification and rate. Additionally, employees may be required to work in a higher classification. ~~Employees (mechanics/maintenance, facility technician, or~~

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~~dispatchers/receptionists) hired to~~ Transit Dispatchers who perform as an operator on a temporary basis shall be paid their normal rate plus ~~three and one-half percent (3.5%)~~ an additional five dollars (\$5.00) an hour for time spent performing as an operator.

## ARTICLE 15 – SENIORITY

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

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

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

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

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

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

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

- (a) Seniority shall be determined separately by job classification, i.e. separately for Operators, Transit Dispatchers/Reservationists, Facilities Parts Technicians, Facilities Maintenance Workers I & II, Senior and Maintenance Technicians- I & II.
- (a) (b) Within each job classification, seniority shall be determined separately by a class for (1) Full-Time and Part-Time employees, and a class for (2) Extra Board employees, with the Seniority of class (1) prevailing over class (2).
- (c) If an employee is hired as or transfers to a Part-Time or Extra Board status, the employee will not be eligible for Vacation, Holidays, Health Insurance, or the Retirement Plan unless the part-time employee is scheduled to work at least 24 hours per week.

#### **Section 15.4 - Classification.**

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

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

#### **Section 15.5 - Seniority List.**

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

#### **Section 15.6 - Probationary Period.**

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

#### **Section 15.7 - Seniority Not Broken.**

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

- (a) Authorized leave of absence.
- (b) Leave of absence to serve in the Armed Forces of the United States, as provided by law.
- (c) Absence due to authorized vacation or other PTO.
- (d) Leave of Absence due to sickness or injury while such sickness or injury

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continues, but not to exceed twelve (12) months unless extended by the District and the Union.

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

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

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

### **Section 15.9 - Seniority Frozen.**

Continuity of service will be frozen, and seniority will be frozen by:

- a) Inability to perform within job classification for a period of more than one (1) year due to illness/injury. Seniority will be frozen at the one (1) year point and will continue if/when the employee returns to work.

#### **Examples:**

1. Operator A has been an operator for 20 years and 1 month and is #1 on the seniority list. Operator B has been an operator for 20 years and is #2 on the Seniority List. Operator A is unable to perform their operator duties due to an illness/injury for 14 months. Operator A seniority is frozen at 21 years and 1 month, while Operator B continued to accrual seniority and now has 21 years and 2 months of operator service. Operator B is now #1 and Operator A is now #2 on the seniority list.
2. Operator C has been an operator for 1 year and is #20 on the seniority list. Operator D has been an operator for 11 months and is #21 on the Seniority List. Operator E has been an operator for 6 months and is #22 on the Seniority List. Operator C is unable to perform their operator duties due to an illness/injury for 14 months. Operator C seniority is frozen at 2 years, while Operator D and E continued to accrual seniority and now Operator D now has 2 years and 1 month of operator service, Operator E now has 1 year and 8 months of operator service. Operator D is now #20, Operator C is now #21, and Operator E remains #22 on the seniority list.

### **Section 15.10 – Extra Shifts by Seniority.**

1. The District will post a voluntary sign-up sheet for anyone to sign-up for extra shifts.

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Full-time Operators not scheduled to work more than forty (40) hours that week will have first priority and will be selected in seniority order, followed by Extra Board Operators. Full-time Operators scheduled to work forty (40) hours or over that week will have the next priority and will also be selected in seniority order.

**Examples:**

1. A full-time operator with a thirty-nine (39) hour a week bid will be able to take an extra bid, even if that bid takes them over forty (40) hours that week, over a full-time operator with a weekly bid of forty (40) hours or more, even if they have higher seniority.
2. When two or more full-time operators with bids less than forty (40) compete for an extra bid, the operator with the higher seniority will prevail regardless of their weekly bids.
2. The District will contact operators in seniority order and ask them to fill the shift as necessary to reach or exceed forty (40) hours for the week. Operators may opt out of extra shifts by notifying the Operations General Manager in writing of the date range they will not be available.
3. The District will require that employees fill shifts in reverse seniority order as necessary or to reach or exceed forty (40) hours for the week. If necessary, an operator with more seniority will be required to work, rather than an operator with less seniority, to reach or exceed forty (40) hours for the week.

**ARTICLE 16 – BIDDING**

**Section 16.1 - Procedure.**

The District shall conduct General Bids at least two (2) times each year, at a time determined by the District or as required due to changes in demand for the service. The District shall meet with one member from each classification and one Steward or Union designee to discuss the bids prior to its posting. District will, to the extent practicable, seek to provide at least two consecutive days off, limit split shifts, and publish the majority of bids with over thirty-four (34) hours. The General Bid shall be posted at least ten (10) business days prior to the date of the bid, with a copy sent to the Local Union, ~~when possible.~~ Posted runs shall show the approximate start and the approximate end times of the shift. All rosters shall be bid based on Seniority.

**Section 16.2.**

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

person, the Operator shall leave a proxy with the District prior to the bid. Employees will not be covered if they are scheduled on route during the bid, they must complete a proxy. If an Operator failed to leave a proxy with the District and is not present for the bid, the manager, or designee, conducting the bid will call the Operator. If the Operator answers the call, they will have three (3) minutes to select a bid. If the Operator does not answer the call, the manager, or designee, conducting the bid will wait for three (3) minutes for the Operator to return the call and select the bid. Maintenance Technicians, ~~with the exception of C and D levels,~~ shall bid in seniority order. Facilities ~~Technicians~~ Maintenance Workers shall bid by seniority order. The remaining classifications shall bid by seniority order. Participating in the bid process is unpaid time off.

**Section 16.3.**

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

**Section 16.4.**

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

**Section 16.5**

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

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

**Section 16.6 - Split Shifts.**

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

**ARTICLE 17 - DRUG AND ALCOHOL PROGRAM**

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



## ARTICLE 18 - MEAL PERIODS, AND REST BREAKS

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

The District ~~will provide an opportunity to take an unpaid duty free meal shall not employ any person for a work period of at least thirty (30) minutes to employees working more than five (5) consecutive hours in a day.~~

~~If the District provided an opportunity for a without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee missed or skipped the meal period, no monetary penalty shall arise as a consequence.~~

~~If the The District shall not employ an employee, due to business needs or circumstance beyond the control of the District or for a work period of more than ten (10) hours per day without providing the employee, is not provided with an opportunity for a meal period, a monetary penalty of thirty (second meal period of not less than 30) minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.~~

~~Unless the employee is relieved of all duty during the 30 minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked. An on-duty meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties and on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.~~

~~If the District fails to provide an employee a meal period in accordance with California State Law, TTD shall pay the employee one (1) hour of pay at the employee's base regular rate of pay, shall be the consequence compensation for each workday that the meal period is not provided.~~

~~TTD shall provide a suitable place for the employees to have their meal period.~~

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

~~This section shall not apply to any public transit bus driver covered by a valid collective bargaining agreement if the agreement expressly provides for meal periods for those employees, final and binding arbitration of disputes concerning application of its meal period provisions, premium wage rates for all overtime hours worked, and regular hourly rate of pay of not less than 30 percent more than the State minimum wage rate.~~

Example:

- You must receive an uninterrupted meal break of at least 30-minutes. This break must be provided no later than the end of your 5<sup>th</sup> hour of work. For example, if you start work at 9:00am, you must start your meal break by 2:00pm.

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- If your work shift is more than 10 hours in a day, you are entitled to a second uninterrupted meal break of at least 30-minutes. This second break must be provided no later than the end of your 10<sup>th</sup> hour of work.
- If you are a Bus Operator making less than 30% more than the state minimum wage (in 2024, anyone making less than \$20.80/hr), you will receive an additional 1 hour of pay IF for business reason you are unable to take an uninterrupted meal break by your 5<sup>th</sup>/10<sup>th</sup> hour of work. Only 1 meal penalty may be incurred per day.

**California Meal Break Law Chart**

<u>Hours on the Clock</u>	<u>Meal Breaks</u>
<u>0 – 5 hrs</u>	<u>0</u>
<u>5:01 – 10 hrs</u>	<u>1</u>
<u>10:01 – 15 hrs</u>	<u>2</u>

**Section 18.2 - Rest Periods.**

Every employee TTD shall be entitled authorize and permit all employees to take rest periods, which insofar as practicable shall in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at least at the rate of ten (10) minuteminutes net rest period during each time per four (4) hour work period, hours or major fraction thereof during the course of. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½ ) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

If the District fails to provide an employee a rest period in accordance with the applicable provisions of this order, TTD shall pay the employee (one) 1 hour of pay at the employee's shift, which rest period shall be paid time. The rest period may include periods when the employee is on his route, but the employee regular rate of compensation for each workday that the rest period is not required to operate or remain in the vehicle or otherwise perform any duties. At no time may any employee perform work during rest periods provided.

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

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

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

This section shall not apply to any public transit bus driver covered by a valid collective bargaining agreement if the agreement expressly provides for rest periods for those employees, final and binding arbitration of disputes concerning application of its rest period provisions, premium wage rates for all overtime hours worked, and regular hourly rate of pay of not less than 30 percent more than the State minimum wage rate.

Example:

- You are entitled to a paid 10-minute rest break for every 4 hours worked (or major fraction thereof). Your rest break should be in the middle of your work period.
- If you are a Bus Operator making less than 30% more than the state minimum wage (In 2024, anyone making less than \$20.80/hr.), you will receive an additional 1 hour of pay IF for business reasons you are unable to take an uninterrupted rest break. Only 1 rest period may be incurred per day.

California Rest Break Law Chart

<u>Hours on the Clock</u>	<u>Rest Breaks</u>
<u>0 – 3:29 hrs</u>	<u>0</u>
<u>3:30 – 6 hrs</u>	<u>1</u>
<u>6:01 – 10 hrs</u>	<u>2</u>
<u>10:01 – 14 hrs</u>	<u>3</u>

**ARTICLE 19 - COMPLETE AGREEMENT**

**Section 19.1 - Sole Agreement.**

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

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

Notwithstanding any provision of this Agreement, the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not

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

**ARTICLE 20 - SAVINGS CLAUSE**

**Section 20.1.**

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

**Section 20.2.**

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

**Section 20.3.**

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

**ARTICLE 21 — PENSION AND 457(b) Retirement Plan RETIREMENT PLAN**

~~All employees covered by this Agreement will be given an option to participate~~  
Section 21.1 – Pension

The District agrees to pay into the Western Conference of Teamsters Pension Trust Fund (Trust Fund) for each employee covered by this Agreement the following sums for all compensable hours. Hours shall include time paid for but not worked such as, but not limited to, holidays, vacation and sick time. The Employer shall also comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

<u>Date</u>	<u>Base</u>	<u>PEER</u>	<u>Total</u>
<u>7/1/2024</u>	<u>\$0.24</u>	<u>\$0.01</u>	<u>\$0.25</u>

**Section 21.2**

The contribution required to provide for the Program for Enhanced Early Retirement (PEER/84) will not be taken into consideration for benefit account purposes under the Plan. The additional contributions for PEER must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time, unless the District completely withdraws from the Trust Fund with respect to this bargaining unit.

**Section 21.3**

Break-in Rate ("BIR") for Temporary/Probationary Employees

This Section is applicable to Temporarily Agency Personnel ("TAP") and full-time and part-time regular employees serving a probationary period.

For temporary agency personnel or probationary employees hired under or utilized for the first time, the District shall pay an hourly contribution rate of ten cents (\$0.10) (including PEER/84) during the probationary period as defined in Article 15.6, or in the initial period of utilization, but in no case longer than ninety (90) calendar days from the employee's first date of hire (into the bargaining unit) or utilization in the performance of bargaining unit work. Contributions shall be made on the same basis as set forth in Article 21.1 of this Agreement. After the expiration of the probationary period as defined in Article 15.6, or an equivalent period if an individual is utilized as a temporary employee, but in no event longer than ninety (90) calendar days from the employee's first date of hire (into the bargaining unit) or the first date of utilization as a temporary employee, the contribution shall be increased to the full contractual rate stated in Article 21.3.

**Section 21.4**

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contribution are due, the prompt and orderly collection of such amounts and the accurate reporting of such amounts paid on account of each member of the bargaining unit.

**Section 21.5 - 457(b) Retirement Plan**

All employees (regular full-time and those regular part-time employees who are regularly scheduled to work at least 24 hours per workweek) covered by this Agreement, will be automatically enrolled at 2% in the District's 457(b) Retirement Plan, a plan intended to conform to the requirements of Internal Revenue Code Section 457(b) for certain tax exempt, employee contributory plans.

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

- If an employee elects to contribute 2% of their compensation during a pay period, the District will contribute an amount equal to 1% of the employee's compensation during the pay period.
- If an employee elects to contribute 4% of their compensation during a pay period, the District will contribute an amount equal to 2% of the employee's compensation during the pay period.
- If an employee elects to contribute 6% of their compensation during a pay period, the District will contribute an amount equal to 3% of the employee's compensation during the pay period.
- If an employee elects to contribute more than 6% of their compensation, for example 8%, during a pay period the District will only contribute an amount equal to 3% of the employee's compensation during the pay period.

**ARTICLE 22 - UNION ADMINISTRATION FUND**

The Union is required to expend sums, to administer this Agreement, on ~~behalf~~behalf of all bargaining unit members employed by the District. This Agreement shall authorize the employer to deduct and remit to the Union ~~specific sums~~five cents (\$0.05) for all compensated hours worked during each month, by each employee of the bargaining unit, including time paid as vacation, holidays, for the Union Administration Fund- effective on the first full payroll after ratification of this agreement. Such funds shall be sent no later than the tenth (10th) of the month, following the hours ~~worked by~~paid to the employee of the agreement, of the previous month, to: Teamsters Local Union # No.533, 1190 Selmi Dr., Ste.100 Reno, NV 89512.

**ARTICLE 23- HOLIDAYS**

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

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

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

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

## ARTICLE 24 - JURY DUTY

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

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

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

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

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

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

## ARTICLE 25 – ~~Paid~~PAID SICK LEAVE

Upon completing ~~thirty (30)~~ninety (90) days of continuous employment, employees shall be given ~~twenty four (24)~~forty (40) hours or five (5) days, whichever is greater, in each year of paid employment. Paid sick leave which shall be paid as twenty four (24) hours at the straight time rate of pay. For purposes of this Article, hours paid as sick time shall not count for purposes of overtime. All current employees shall be eligible for the benefits contained in this Article upon ratification of this Agreement. Sick time may not accumulate and carried over from year to year. ~~Sick~~Forty (40) hours of paid sick leave time shall be payable to an employee at the end of each fiscal year and upon separation of employment (June 30) minus the paid sick leave time the employee used throughout the previous fiscal year. If the employee should separate from the agency prior to June 30, they will not receive a payout for their remaining paid sick leave time.

The employer shall pay sick leave at a minimum of two (2) hours, up to eight (8) hours per day unless the employee's regular scheduled shift is ten (10) hours and then the sick leave will be paid on a ten (10) hour per day basis, up to ~~twenty four (24)~~forty (40) hours.

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~~and all holidays, on a 8-hour or five (5) days, whichever is greater, in each year of employment. If an employee's shift changes from ten (10) hours per day basis to eight (8) hours per day or vice versa, ten (10) hours of sick leave~~

~~will be deducted or added but not to go over fifty (50) hours in a fiscal year.~~

~~Absences will be excused if the employee uses any of their twenty-four (24) or forty (40) hours or five (5) days of sick time. Employees decide when to designate absences as paid sick leave.~~

~~Absences will be excused if the employee uses any of their hours of sick time.~~

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

**ARTICLE 26 – BEREAVEMENT LEAVE**

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

Following the death of a family member, an employee will be granted up to ~~three~~ five (5) days off without pay.

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

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

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

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

**ARTICLE 27 - HEALTH AND WELFARE**

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

The District will participate in the Northern California General Teamsters Security Fund, Select 500 Plan, and will be bound by the Agreement and Declaration of Trust thereof, and execute a subscriptionsubscriber agreement providing for contributions to the Fund as set forth below. The District will remit the required contribution to the Trust each month as established by the Board of Trustees for all covered employees.

~~The District shall contribute the sums specified below per month for each~~Each year, the employer will pay up to 106% of the Agreement on behalf of the eligible Full-Time employees. Contributions shall be made for participation in the Northern California General Teamsters Security Fund ("the Trust"), Select Plan 500 ("the Select 500 Plan"). The District agrees to contribute 100% of the required premium contribution to the Trust as established by the Trust for prior year's full coverage under the Select 500 Plan for all covered employees, and implement Employee Only Select 500 Plan premium. Any unused balance from that figure may be applied to spouse/dependents. If the employee wage withholdings for the employee's share of the contribution per the schedule specified below to maintain coverage for the term of this Agreement. To the extent that the total does not have any spouse/dependents, the unused balance remains with the employer. There is no cash value for any premium contribution paid by the employer. Any amount for full coverage under the Select 500 Plan exceeds the amounts listed below, the amount exceeding 106% of the prior year is the responsibility of the employee wage withholdings shall increase to make up the difference.

For example: Year 1 premium for Med/Rx/Dental/VSP is \$728. For Year 2, that premium increases 4% to \$757.12. District will pay up to 6% on the prior year premium or \$771.68 (\$728 x 1.04 = \$771.68). The difference (\$771.68 – \$757.12 = \$14.56) may be used towards dependent coverage premium. Any unused portion remains with employer and any portion of the premium exceeding 6% is the sole responsibility of the employee.

At no time will the District contribute more than 6.00% over the prior year's premium.

### **Section 27.2 - Eligibility and Contributions.**

All Full-Time bargaining unit employees who work at least eighty (80) hours per month shall be eligible for benefits on the first day of the month following completion of sixty (60) days of continuous service. Coverage will become effective on the first day of the month following completion of sixty (60) calendar days of employment, provided that the employee must have at least eighty (80) hours or more in the preceding month. Thereafter, employees are eligible for benefits for each month in which they are compensated eighty (80) hours. Coverage shall be for the month following the month in which the hours are worked or for which they are paid. (i.e., work 80 hours in January and receive coverage in February.)

For purposes of eligibility, time worked shall include time paid for but not worked, including vacation pay (PTO) and paid sick leave, and shall include all hours paid, including

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overtime.

Participation shall be in the Select 500 Plan, for which all eligible employees shall be required to complete and submit to the Plan Administrator an enrollment form. Eligible employees will be permitted to enroll in any tier. These tiers include Employee Only, Employee Plus Spouse, Employee Plus Child(ren), Employee Plus Family or opt out.

While participating in the Select 500 Plan, the total amount due for all eligible employees shall be remitted to the Trust Fund no later than the tenth (10<sup>th</sup>) day of the month for which coverage is to be afforded.

Employees start or change coverage only when they first become eligible or when the Trust has an annual "open enrollment" period, when the employee's status changes to Full-Time, or when the employee has a qualifying event as defined covered by the Trust. Select 500 Plan are also permitted to elect various coverage options, including Full Coverage, Medical and Rx only, Dental and Vision only, or decline coverage completely.

The employer District will contribute eighty five percent (85%) of up to \$728.00 towards the employee only total premium amount for full coverage under the Select 500 Plan up to the fixed amounts specified below throughout 2024, not to exceed an increase of six percent (6%) per year. In the event that the employee only total premium amount for a year exceeds six percent (6%), the employee wage withholdings shall increase as necessary to equal the total premium contribution amount due to the Trust. Dependent coverage shall be available under the plan; however, the District will not make any employer contribution toward that coverage beyond its contribution for the employee only coverage.

For 20202024

<u>Med/RX/Den/VSP</u>	<u>Total</u>	<u>ER Premium</u>	<u>Employee</u>
<u>Employee Only</u>	<u>\$686728.00</u>	<u>\$583.40728.00</u>	<u>\$402.900.00</u>
<u>Employee +Spouse</u>	<u>\$11621233.00</u>	<u>\$583.40728.00</u>	<u>\$578.90505.00</u>
<u>Employee +Child(ren)</u>	<u>\$44051173.00</u>	<u>\$583.40728.00</u>	<u>\$524.90445.00</u>
<u>Employee +Family</u>	<u>\$45391633.00</u>	<u>\$583.40728.00</u>	<u>\$955.90905.00</u>

For 20202024

<u>Med/RX ONLY</u>	<u>Total</u>	<u>ER Premium</u>	<u>Employee</u>
<u>Employee Only</u>	<u>\$634669.00</u>	<u>\$583.40669.00</u>	<u>\$47.900.00</u>
<u>Employee +Spouse</u>	<u>\$10531118.00</u>	<u>\$583.40728.00</u>	<u>\$469.90390.00</u>
<u>Employee +Child(ren)</u>	<u>\$9641023.00</u>	<u>\$583.40728.00</u>	<u>\$380.90295.00</u>
<u>Employee +Family</u>	<u>\$43431425.00</u>	<u>\$583.40728.00</u>	<u>\$759.90697.00</u>

Contribution rates are subject to increase by the Trust at any time.

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

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**Section 27.3 – Disability Leave.**

If an employee is injured on or off the job and is approved for FMLA, the Company shall continue to pay the required employer contributions as mandated by law. During such FMLA leave, health and welfare premiums shall be remitted in the following manner: The Company shall remit the first three (3) months of premiums due for an employee and their dependents to the Trust. During disability leave, the employee will be required to pay their portion of the premium. If the employee remains disabled following this three (3) month period, NCGTSF will waive the premium contributions due for the employee and dependent(s) up to an additional three (3) months, provided that the disabled employee returns the required medical documentation. NCGTSF limits waivers of contribution due to disability to a maximum of three (3) months in any rolling twelve (12) month period.

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

**ARTICLE 28 COMPENSATION****Annual Increase.**

All ~~current~~ employees hired on or before July 1, 2024 shall receive a ~~three~~five percent (~~35.0%~~) increase to their base rate of pay effective on July 1, ~~2020~~. ~~Incumbent employees~~2024.

NOTE: In the first year, there will be a twenty-five (\$.25) cent deduction from wages where the twenty-five (\$.25) cents will be a contribution to the Western Conference of Teamsters Pension Trust Fund for each employee covered by this Agreement.

**Operators**

All ~~current operators~~ hired ~~on/~~ or before ~~the date of ratification,~~July 1, 2024 shall receive a ~~two~~five percent (~~2.0%~~) increase to their base rate of pay on July 1, 2021; July 1, 2022; and July 1, 2023. All other employees past their first year of continuous employment shall receive a ~~two~~ percent (~~25.0%~~) increase to their base rate of pay ~~on their anniversary date~~effective on July 1, 2024 and annually thereafter.

**Annual Merit.**

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

~~During the first fiscal year (FY 20/21), attendance points, for the purposes of annual merit, will only be considered from the date of ratification through June 30, 2021. All incumbent~~

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

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

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

**Operators.**

~~Operators hired after the effective date of this Agreement July 1, 2024 shall be paid pursuant to the following minimum pay scale, provided that at no time will the rate be less than the minimum wage required by state law. Annual increases of 5% will be effective on their anniversary date:~~

- ~~• Training Rate — \$13.60~~
- ~~• In Service Rate — \$18.00~~

~~Experienced operator~~

<u>Operators</u>	<u>7/1/2024 DOH</u>	<u>7/1/2025</u>	<u>7/1/2026</u>	<u>7/1/2027</u>
<u>In Service Rate w/CDL</u>	<u>\$25.75</u>	<u>\$26.25</u>	<u>\$26.75</u>	<u>\$27.25</u>
<u>In Service Rate without CDL</u>	<u>\$20.75</u>	<u>\$21.25</u>	<u>\$21.75</u>	<u>\$22.25</u>

~~Newly hired after the effective date of this Agreement may Operators that are not fully licensed and credentialed will be hired at higher wage levels commensurate with \$20.75. Once the Operator completes training, obtains their experience, as determined by CDL and meets the District.~~

~~If necessary 'in- service' status, the Training Rate is ever less than the minimum wage required by state law, the Training Rate shall employee will be adjusted to equal the Collective Bargaining Agreement~~

~~minimum wage and the scale shall be adjusted accordingly~~ the In Service Rate of pay.

Incumbent Operators will receive the following increases to their current wage:

<u>Incumbent</u>	<u>7/1/2024</u>	<u>7/1/2025</u>	<u>7/1/2026</u>	<u>7/1/2027</u>
<u>Operators</u>	<u>+ 5.0%</u>	<u>+5.0%</u>	<u>+5.0%</u>	<u>+5.0%</u>

An additional ~~one dollar (\$1)~~ six dollars (\$6.00) per hour shall be paid to any employees for time spent working as a Behind the Wheel Trainer.

An additional ~~fifty cents (\$0.50)~~ three dollars (\$3.00) per hour shall be paid to any employees for time each day spent working as a Cadet Trainer.

**Shift Differential Overtime- Pay**

**Purpose:**

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

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

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

**Compliance:**

Staff shall ensure compliance with this and all SOPs.

**Procedures:**

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

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

Examples:

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Overtime on Shift Differential:

An operator who makes ~~\$18.00~~25.75/hour and has worked ~~thirty-~~ four (34) hours in a week, agrees to pick up a seven-hour shift. They are compensated at ~~\$23.00~~ \$30.75/hour (~~\$18.00~~25.75+\$5.00) for six (6) hours up to forty (40) hours, then at ~~\$34.50~~46.125/hour (1.5 x ~~\$23.00~~30.75) for the one hour of overtime that exceeds forty (40) hours.

Overtime on Regular Rate of Pay:

An operator who makes ~~\$18.00~~25.75/hour and has worked ~~thirty-eight (38)~~ thirty-eight (38) hours in a week is scheduled for a short afternoon shift of three (3) hours. The operator agrees to cover a five (5) hour shift that morning, which qualifies for a shift differential. They are compensated at ~~\$23.00~~ \$30.75/hour (~~\$18.00~~25.75+\$5.00) for the first two (2) hours up to forty (40) hours, then at ~~\$34.50~~46.125/hour (1.5 x ~~\$23.00~~30.75) for the remaining three (3) hours of overtime that exceeds forty (40) hours. However, the regularly scheduled shift in the afternoon will be compensated overtime on their regular rate of pay \$38.625/hour (1.5 x \$25.75) for three (3) hours.  
~~\$27.00 (1.5 x \$18.00) for three hours.~~

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

The shift differential DOES NOT apply to regular routes where:

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

**Maintenance Technicians and Facilities Technicians.**  
**Maintenance and Facilities TechniciansWorkers**

All current Maintenance Technicians and Facilities Maintenance Workers hired on or before July 1, 2024 shall receive a five percent (5%) increase to their base rate of pay effective on July 1, 2024 and annually thereafter.

Newly hired Maintenance Technicians and Facilities Maintenance Workers hired after the effective date of this Agreement shall be hired at the following minimum pay scale, provided that at no time will the rate be less than the minimum wage required by state law. Annual increases of 5% will be effective on their anniversary date:

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

<u>Technicians</u>	<u>7/1/2024</u>	<u>7/1/2025</u>	<u>7/1/2026</u>	<u>7/1/2027</u>
<u>Senior Maintenance Tech</u>	<u>\$33.15</u>	<u>\$33.65</u>	<u>\$34.15</u>	<u>\$34.65</u>
<u>Maintenance Tech II</u>	<u>\$30.15</u>	<u>\$30.65</u>	<u>\$31.15</u>	<u>\$31.65</u>
<u>Maintenance Tech I</u>	<u>\$28.35</u>	<u>\$28.85</u>	<u>\$29.35</u>	<u>\$29.85</u>
	<u>7/1/2024</u>	<u>7/1/2025</u>	<u>7/1/2026</u>	<u>7/1/2027</u>
<u>Facilities Maint Worker I</u>	<u>\$22.35</u>	<u>\$22.85</u>	<u>\$23.35</u>	<u>\$23.85</u>
<u>Facilities Maint Worker II</u>	<u>\$24.15</u>	<u>\$24.65</u>	<u>\$25.15</u>	<u>\$25.65</u>

When an employee is promoted into a higher classification, that employee's pay will increase by the difference of the positions for that year. Annual increases will be based on the promotion anniversary date.

Example: A Facilities Maintenance Worker I becomes a Facilities Maintenance Worker II, the wage difference between the classifications is \$1.80, so the promoted employee would receive a \$1.80 to their current rate of pay.

Incumbent Maintenance Technicians and Facilities Maintenance Workers will receive the following increases to their current wage:

<u>Incumbent</u>	<u>7/1/2024</u>	<u>7/1/2025</u>	<u>7/1/2026</u>	<u>7/1/2027</u>
<u>Maintenance Technicians and Facilities Maintenance Workers</u>	<u>+ 5.0%</u>	<u>+ 5.0%</u>	<u>+ 5.0%</u>	<u>+ 5.0%</u>

National Institute for Automotive Service Excellence (ASE) Master-Certification. Senior Maintenance Technician, Facilities Maintenance Technician I and II, and Parts Clerk Technician positions may be eligible for an additional one dollar (\$1.00) per hour increase to their base rate of pay for completing a District approved ASE Master Certification. reimbursement of reasonable time, testing fees, and mileage to obtain ASE certifications. Qualified employees may have reasonable time, testing fees, and mileage reimbursed up to two (2) times per fiscal year (July 1 – June 30). Employees must have pre-approval in writing from the Fleet and Facilities Operations General Manager or his/her designee for the ASE Master-Certification, the amount of reimbursable time, and employees the date of the test. Employees are limited to one (1) reimbursable ASE Master-Certification certifications per year. The time Test dates and costs scheduling will be arranged through the Fleet and Facilities Supervisor to achieve an ASE Master Certification are the responsibility of the employee provide minimal impact on the maintenance program.

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

~~All~~ Maintenance Technicians, Facilities ~~Technicians~~ Maintenance Workers, and Parts ~~Clerk~~ Technicians shall be reimbursed up to ~~one~~ five hundred and fifty dollars (\$~~150~~500) per year ~~for work boot purchases~~ to purchase tools, toolboxes, and boots upon presentation of a valid receipt.

**Transit Dispatcher/Reservationist Wages.**

All current ~~dispatchers/reservationists that are~~ Transit Dispatcher/Reservationist hired ~~after the effective date of this Agreement on or before July 1, 2024~~ shall be paid pursuant ~~to receive a five percent (5.00%) increase to their base rate of pay effective on July 1, 2024 and annually thereafter.~~

Newly hired Transit Dispatchers/Reservationists shall be hired (after July 1, 2024) at the following minimum pay scale, provided that at no time will the rate be less than the minimum wage required by state law: \$17.40. Annual increases of 5% will be effective on their anniversary date:

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

	<u>7/1/2024</u>	<u>7/1/2025</u>	<u>7/1/2026</u>	<u>7/1/2027</u>
<u>Transit Dispatchers/Reservationists</u>	<u>\$24.15</u>	<u>\$24.65</u>	<u>\$25.15</u>	<u>\$25.65</u>

Incumbent Transit Dispatchers/Reservationists will receive the following increases to their current wage:

<u>Incumbent</u>	<u>7/1/2024</u>	<u>7/1/2025</u>	<u>7/1/2026</u>	<u>7/1/2027</u>
<u>Transit Dispatchers/Reservationists</u>	<u>+ 5.0%</u>	<u>+ 5.0%</u>	<u>+ 5.0%</u>	<u>+ 5.0%</u>

An additional ~~fifty cents (\$0.50)~~ \$3.00 per hour shall be paid to any dispatcher for time spent training a new dispatcher for the first seven days they train in the dispatch office.

**Parts Clerk/Technician Wages.**

All current ~~parts clerk~~ Parts Technicians hired ~~after the~~ on or before July 1, 2024 shall ~~receive a five percent (5.00%) increase to their base rate of pay effective date of this Agreement on July 1, 2024 and annually thereafter.~~

Newly hired Parts Technicians shall be paid pursuant to hired at the following minimum pay scale, provided that at no time will the rate be less than the minimum wage required by state law: \$17.40. Annual increases of 5% will be effective on their anniversary date:

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

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	<a href="#">7/1/2024</a>	<a href="#">7/1/2025</a>	<a href="#">7/1/2026</a>	<a href="#">7/1/2027</a>
<a href="#">Parts Technician</a>	<a href="#">\$28.15</a>	<a href="#">\$28.65</a>	<a href="#">\$29.15</a>	<a href="#">\$29.65</a>

[Incumbent Parts Technicians will receive the following increases to their current wage:](#)

<a href="#">Incumbent</a>	<a href="#">7/1/2024</a>	<a href="#">7/1/2025</a>	<a href="#">7/1/2026</a>	<a href="#">7/1/2027</a>
<a href="#">Parts Technician</a>	<a href="#">+ 5.0%</a>	<a href="#">+ 5.0%</a>	<a href="#">+ 5.0%</a>	<a href="#">+ 5.0%</a>

**Extra Board Employees.**

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

**ARTICLE 29 – GENERAL PROVISIONS**

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

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

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

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

**Section 29.3 – Offer Letters**

In the event that there is a conflict between a provision of the CBA and the District's employees policies or employees handbook, the terms of the CBA will control.

**Section 29.4 – Business Days Defined.**

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

**Section 29.5 – Commercial Driver License (CDL) Testing.**

TTD will provide safety-sensitive classifications (Bus Operator, Transit Dispatcher, Senior Maintenance Technician, Maintenance Technician I & II, Facilities Maintenance Worker I) with training to obtain their Commercial Driver License (CDL). To manage cost, TTD has implemented the following guidelines for the training program:

1. Candidates applying for Bus Operator, Transit Dispatcher, Senior Maintenance Technician, Maintenance Technician, and Facilities Maintenance Worker who do not have a CDL may apply and can be hired prior to obtaining a CDL permit. The Bus Operator, Transit Dispatcher, Senior Maintenance Technician, Maintenance Technician, and Facilities Maintenance Worker will be provided with up to 40 hours of training/study guidance and must secure a CDL permit within the first three (3) weeks of employment. Permit training is limited to no more than three (3) attempts to successfully secure a permit. Failure to meet this requirement may subject the employee to termination.
2. TTD will provide behind-the-wheel CDL training and once the trainee has demonstrated they understand the information, the individual is provided with a trainer and a vehicle for testing in either California or Nevada. Behind-the-wheel training is limited to no more than three (3) drive test attempts to successfully secure a CDL. Failure to meet this requirement may subject the employee to termination.
3. There is no cost to employees who participate in the training provided by TTD. The employee is responsible for the CDL application fee at the Department of Motor Vehicles, which includes three (3) written test attempts to obtain the permit and three (3) drive test attempts to obtain a CDL. The employee may receive reimbursement for the initial applications fees by submitting an expense report. Any additional application fees will be at the cost of the employee.
4. Candidates hired as Bus Operators, Transit Dispatchers, Senior Maintenance Technicians, Maintenance Technicians, and Facilities Maintenance Workers are required to obtain their CDL permit within the first three (3) weeks of employment with TTD to begin permit and behind-the-wheel training and meet all conditions of employment. If the employee is unable to obtain a CDL permit within the first three (3) weeks of employment with TTD, they may be released under probation for not meeting the conditions of employment. Later, if the individual successfully obtains the CDL permit, they may reapply if there is an opening available.
5. All trainees will be provided with up to 40 hours of training/study guidance to take up to three (3) CDL permit tests. If they are unable to pass the CDL permit test

after three (3) attempts, no additional TTD resources will be provided, and the individual may be released under probation.

6. After securing their CDL permit, Bus Operators, Transit Dispatchers, Senior Maintenance Technicians, Maintenance Technicians, and Facilities Maintenance Workers are trained and provided with a bus and trainer to take up to three (3) drive tests. If they are unable to pass the driving test after three (3) attempts, no additional TTD resources will be provided, and the individual may be released due to a violation of the CDL Testing policy.

**ARTICLE 30 – VACATION**

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

<u>Continuous Length of Service</u>	<u>Vacation Accrual</u>
<u>Years 1 through 2</u>	<u>5 Days Annually (1.538 hours/pay period)</u>
<u>Years 3 through 8</u>	<u>10 Days 7 80 Hours</u>
<u>Annually (3.077 hours/pay period)</u>	
<u>Years 9 through 14</u>	<u>15 Days 14 120 Hours Annually (4.615 hours/pay period)</u>
<u>Years 15 and above</u>	<u>20 Days 160 Hours Annually (6.154 hours/pay period)</u>

Once the maximum accrual limit is reached, the employee will no longer accrue vacation hours until hours are used, and the accrued hours fall below the maximum accrual.

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

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

Employees

The employer shall use all available only pay vacation time within twelve (12) months of the date it was accrued, if not used for scheduled shifts, and it shall not be cashed out twice a year paid for scheduled days off. The employer shall pay vacation at a minimum of two (2) hours, up to eight (8) hours per day unless the employee’s request regular scheduled shift is ten (10) hours and then the vacation will be paid up to ten (10) hours per day.

**ARTICLE 31 – CALIFORNIA STATE DISABILITY INSURANCE**

Upon request of the Union, the District will enroll California members of the bargaining

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

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

#### **Section 32.1.**

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

#### **Section 32.2.**

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

### **ARTICLE 33 -- DURATION**

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

This Agreement will be effective from July 1, ~~2020~~2024 through June 30, ~~2024~~2028 and will continue thereafter unless either party gives a sixty (60) day notice of opening.

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


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

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

**TAHOE TRANSPORTATION DISTRICT**

**TEAMSTERS LOCAL UNION NO. 533**

  
\_\_\_\_\_  
Carl Hastey, District Manager  
  
November 23, 2020  
\_\_\_\_\_

  
\_\_\_\_\_  
Chris Fuqua, Business Agent  
  
11/23/2020  
\_\_\_\_\_

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

\_\_\_\_\_  
Chris Fuqua, Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date