

AGREEMENT

BETWEEN

LOCAL 192

**AMALGAMATED
TRANSIT UNION**

AFL-CIO

AND

**ALAMEDA-CONTRA COSTA
TRANSIT DISTRICT**

EFFECTIVE JULY 1, 2000

AMALGAMATED TRANSIT UNION LOCAL 192 (AFL-CIO)

CHRISTINE A. ZOOK
President / Business Agent

CLAUDIA HUDSON
Vice President

DEBORAH JOHNSON
Financial Secretary / Treasurer

ROBERT WOODEN
Assistant Business Agent
Transportation Department

WILLIAM McCOMBE
Assistant Business Agent
Maintenance / Clerical Departments

REBECCA JONES
Recording Secretary

EXECUTIVE BOARD / SHOP STEWARDS

Division	Transportation	Maintenance
2	SHARON FREDE	WAYNE GREEN
3	JACQUELINE WOODARD	SHIRLEEN BROWN
4	YVONNE WILLIAMS	EUGENE KING III
6	ROBERT SCOTT	ALLEN PERRY

General Office Clerical
J.D. SEGURA

Dispatch
OTTO HERRERA

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AGREEMENT

AGREEMENT BETWEEN Alameda–Contra Costa Transit District, a body corporate and politic, hereinafter called “District,” and Amalgamated Transit Union, Local 192 (A.F.L.–C.I.O.) representing all employees in the bargaining unit as certified by the State Conciliation Service, who are now or may hereafter become members of Local 192, hereinafter called “Union.”

WITNESSETH:

The purpose of this Agreement is to set forth the working understanding between the District and its employees through their duly accredited and certificated representative, affecting hours of labor, wages and basic working conditions, and to establish a means of settling any and all grievances, disputes and controversies arising between the District and its employees.

PART I – GENERAL PROVISIONS

The General Provisions of Part I of this Labor Agreement shall apply to all employees covered herein; however, specific language in a subsequent Part of this Agreement shall take precedent over these General Provisions.

SECTION 1.0

RECOGNITION OF AMALGAMATED TRANSIT UNION

- 1.01 The Amalgamated Transit Union is hereby recognized as the exclusive bargaining representative of all of the employees set forth in Sections 37.0 – 67.0 – 68.0 –

69.0 – 78.0 – 79.0 – 98.0 and all Clerical Employees as defined in Certification of California State Conciliation Service dated February 3, 1966, as shown in Part IV, Section 91.0.

- 1.02 The District shall recognize the duly elected representatives of the Union.
- 1.03 The President/Business Agent, Vice President and Assistant Business Agents, or any employee duly appointed by the President/Business Agent, in writing, shall have the authority in all presentations to handle any grievance or dispute and resolve any issues in accordance with the current Collective Bargaining Agreement.

SECTION 2.0

UNION SECURITY

- 2.01 All employees coming within the scope of this Agreement, within thirty (30) working days after the date of employment, shall become and remain members of the Union during the period of this Agreement as a condition of their employment and will be on probation for ninety (90) working days to demonstrate ability to properly carry out their duties.
- 2.02 In the event a new employee fails to apply for membership in the Union within thirty (30) working days after his/her employment or fails to maintain his/her membership in the Union as required by Paragraph 2.01 of this Agreement, the Union may give the District written notice of this fact and within two (2) days after receipt of said notice the District shall terminate the employment of said employee.

- 2.03 The District agrees to make payroll deductions according to the terms and conditions of the authorization to deduct membership fees, dues, Employees' Benevolent Association, Committee on Political Education (C.O.P.E.) and Credit Union amounts. The Union retains the right to delete any part of the following from this paragraph: "authorization to deduct membership fees, dues, Employees' Benevolent Association, C.O.P.E. and Credit Union." The Union will hold the District harmless from any claims on account of any such deductions.
- (a) All employees shall have the option of having h/er pay transferred by direct deposit to the financial institution of h/er choice. Employees may select up to three different financial institutions for their deposits. Employees who elect to use direct deposit may have to change their payday to a day other than Friday. However, direct deposits shall be made weekly.
- 2.04 The District shall inform each new employee at the time of his/her employment of the existence of this Agreement and furnish him/her with the name and address of the Union and refer him/her to the Union where a copy of said Contract may be obtained.
- (a) Effective July 1,2000, initial training of all ATU positions shall include 1 full day at the Union.
- 2.05 All employees shall continue to be covered by Social Security, Worker's Compensation, State Disability and Unemployment Compensation.
- 2.06 The Union representative, as outlined in Paragraph 1.03, shall be permitted by the District to transact any Union business on the premises of the District but

at no time delay the scheduled work assignment of the employee.

- 2.07 The District will not participate in any “workfare” program wherein welfare recipients work in ATU classifications for their welfare payment.

If ordered by outside forces, under the risk of losing funding, the District may screen and hire such recipients into ATU classifications at the regular rates of pay.

SECTION 3.0

DISCIPLINE AND DISCHARGE

- 3.01 No employee will be disciplined, discharged, nor will adverse entries be made in his/her personnel record except for just and sufficient cause.
- 3.02 The District agrees that it will notify the employee, in writing, within ten (10) days from the date of knowledge of the occurrence forming the basis for the contemplated discipline or discharge, of its intention to render discipline. No employee will be disciplined or discharged unless a copy of the precise and complete charge against the employee is furnished him/her within ten (10) days of the date of knowledge of the occurrence. A copy of this notice will be sent to the Union.
- 3.03 Either the employee or the Union shall have the right to request a hearing on the charges within ten (10) days of receipt of the charges. Failure to request a hearing within a period of ten (10) days after receipt of the charges will be a forfeiture of the right to a hearing. The hearing shall be held within ten (10) days of the date the request for a hearing is received by

the District. An employee who has been or may be about to be suspended, disciplined or discharged shall be entitled to a fair and impartial hearing by a designated official of the District and may be represented by accredited officers of the Union. A written decision of such a hearing shall be rendered as promptly as possible, but in no event later than seven (7) days after the completion of the hearing, and copies furnished to the Union and the employee. Discipline, if any, will be implemented within twenty (20) working days of the issuance of the written decision.

- 3.04 In the event of a suspension or discharge, the District shall make a recording of the hearing and shall, upon request of the Union, provide a written transcript of the recording within fifteen (15) days after the date of the request. The transcript or recording cannot be introduced as evidence or otherwise used at Final Arbitration, except for purposes of impeachment.
- 3.05 At any hearing, the employee and his/her representative will be allowed to question all witnesses. Hearsay evidence shall not be accepted as a basis for discipline or adverse entry in the employee's record. The District shall produce a spotter as a witness when the spotter's report or observations are offered for acceptance as a basis for discipline or adverse entry in the employee's record.

(a) Hearings will be held at locations which are mutually agreed to. Agreement will not be withheld for arbitrary reasons. Either party may request a change of location. If additional time is required for the employee to get to the agreed to location, the District will pay for travel time. In addition, if an employee must be relieved earlier than otherwise necessary because of

a change in location, the District will pay the difference between the earlier relief and the normal relief.

- 3.06 In the event the decision at the first level hearing is not satisfactory to the employee or the Union, the matter may be appealed to two-party arbitration within ten (10) days after receipt of the written decision; provided, however, for good and sufficient cause the time limitation may be extended.
- 3.07 At least three (3) days prior to the two-party arbitration, the District shall furnish to the Union or employee, upon request, copies of all documents intended to be introduced by the District at the two-party arbitration, and the names and addresses of all witnesses except spotters intended to be called. None of the above language in this paragraph shall be construed as a waiver of an individual's constitutional rights.
- 3.08 Employees other than the grievant required by the District to appear at the hearings at any level will be paid either run or shift pay for the day.
- 3.09 Adverse notations on matters other than preventable accidents on an employee's record more than one (1) year old as of the date of the infraction under investigation will not be taken into consideration or be admissible as evidence. Adverse notations regarding preventable accidents on an employee's record more than eighteen (18) months old as of the date of the accident under investigation will not be taken into consideration or be admissible as evidence.
- 3.10 Any adverse entry in an employee's personnel record will be subject to the provisions of this Section and shall be regarded as discipline.

- 3.11 Any disciplinary action resulting in suspension or discharge shall be reported by telephone to the Union within 48 hours and confirmed by letter within three (3) working days.
- 3.12 No employee may be suspended or discharged or removed from service prior to the decision of the representative of the General Manager, except for one (1) or more of the following reasons:
- (a) Intoxication, use of alcoholic beverages, restricted dangerous drugs or marijuana and its derivatives or narcotics while on duty.
 - (b) Dishonesty
 - (c) Insubordination
 - (d) Serious accident
 - (e) Criminal behavior likely to have a serious impact upon the business of the District.
- 3.13 The time limitations set forth in Paragraphs 3.02 through 3.11 may be extended, in writing, by mutual agreement. The failure of either party to adhere to the time limitations set forth above shall cause that party to forfeit his/her case. In computing the time limits, Saturdays, Sundays and holidays shall be excluded.

SECTION 4.0

GRIEVANCES

- 4.01 A grievance is defined as any controversy between the District and the Union arising out of or by virtue of this Labor Agreement. A grievance must be filed within fifty (50) days from the date of knowledge by the Union or the District.

- 4.02 If a grievance is alleged by the District, it shall be presented in writing to the Union President/Business Agent or his/her representative. If a grievance is alleged by the Union, it shall first be presented in writing by the Union to the superintendent of the division or clerical department manager affected. If a satisfactory adjustment cannot be made of a Union grievance, or if the grievance affects more than one division, the same shall be presented to the General Manager or his/her representative.
- 4.03 The written grievance shall contain a precise statement of the facts giving rise to the grievance, the contract provisions alleged to have been violated, the precise issue(s) to be arbitrated, and the remedy sought. Any issue not part of the written grievance shall not be considered.
- 4.04 After submission of a grievance as set forth above, the parties shall promptly meet, and in any event within ten (10) days from the receipt thereof, unless the time is extended by mutual written agreement, and endeavor to adjust the grievance.
- 4.05 At the completion of the grievance hearing, a written decision of such hearing shall be rendered as soon as possible, but in no event later than ten (10) days, exclusive of Saturdays, Sundays and holidays, and copies furnished to the Union and the employee. If neither the employee nor the Union receives such written decision within said ten (10) days, the District shall forfeit the case.
- 4.06 Employees not at fault required to attend investigations, grievance meetings or hearings will be reimbursed for time lost. Any employee ultimately found to be entitled to reinstatement shall be reimbursed for all time lost.

SECTION 5.0
ARBITRATIONS

- 5.01 Any grievance, dispute or controversy, which cannot be amicably adjusted in accordance with the provisions of Section 3.0 or Section 4.0 of this Agreement, may be submitted to a board of arbitration upon compliance with the following condition:
- (a) The parties desiring arbitration shall give written notice thereof within fifteen (15) days after the completion of the grievance procedure set forth in Section 3.0 or Section 4.0.
- 5.02 Upon written notice by either party prior to the selection of a neutral arbitrator, more than one (1) grievance, dispute or controversy shall be submitted before the same arbitration.
- 5.03 For good cause, upon the motion of either party or the neutral arbitrator, an important grievance, dispute or controversy may be severed from the other matters so as not to be heard at the same arbitration session. The neutral arbitrator shall determine whether good cause has been shown.
- 5.04 Within ten (10) days after receipt of written notice of a desire for two-party arbitration, one (1) arbitrator shall be selected by the District and one (1) by the Union, and in the event of the failure of either party to appoint its arbitrator within said ten-day period, the party so failing shall forfeit its case. The two (2) arbitrators so selected shall then meet and attempt to settle or decide any issue or grievance submitted for arbitration during a period of five (5) days of the date

of their appointment. At such meeting the Union may, at its option, require the attendance of the grievant involved. If they arrive at a settlement or decision during that time and reduce it to writing, it shall be final and binding on all parties. If they are unable to arrive at a settlement or decision, a third arbitrator shall then be selected by the District and the Union.

5.05 Expedited arbitrations will be used in all suspension cases involving five (5) days or less and in any other case the parties stipulate to do so. Provided, however, that expedited arbitration shall not be used in any case which the parties realize in advance will involve an issue of contract interpretation.

5.06 The following procedures shall apply in all expedited arbitrations:

- (a) Neither party may be represented by an attorney.
- (b) Evidence will be presented by the District and the Union arbitrators chosen in accordance with Section 5.0, and the parties will make every effort to stipulate to the relevant facts.
- (c) It is the intent of the parties that the neutral arbitrator render an award, in writing, within five (5) calendar days after the conclusion of the hearing.
- (d) The neutral arbitrator shall also issue a written opinion within thirty (30) calendar days after the conclusion of the hearing.
- (e) The arbitrator's award shall be final and binding upon the parties. The award and opinion shall not serve as a precedent and may not be cited or relied

upon by either party in any other expedited or regular arbitration.

- (f) The parties will select one (1) arbitrator to serve as the primary neutral arbitrator in all expedited cases. That person shall set aside one (1) day a month to hear as many expedited arbitrations as possible. The parties and the arbitrator may also agree on other dates in any month to hear additional cases.
- (g) The parties will also select a back-up neutral arbitrator who will hear expedited cases only if the primary arbitrator is unavailable.
- (h) For a one-year period following the effective date of this Agreement, the District and the Union have agreed to the following panel:

Alexander Cohn
(Primary Arbitrator)

Morris Davis
(Back-up Arbitrator)
- (i) Either party may permanently strike the primary neutral arbitrator at any time. If that is done, the back-up arbitrator will become the primary arbitrator, and a new back-up arbitrator will be mutually selected by the parties. If the back-up arbitrator does not wish to become the primary arbitrator, the parties will mutually select a new primary arbitrator.
- (j) In the event the parties cannot mutually agree upon the selection of a primary or back-up arbitrator, they shall request a list of five (5) names from the State

Mediation and Conciliation Service. The parties shall flip a coin to decide who will strike first and will then alternately strike names from the list until one (1) person is left who will become the arbitrator. If that person is not willing to serve as arbitrator, the parties will request another list(s) and follow the above procedure until an arbitrator is selected.

5.07 All cases in which expedited arbitration is not used shall be arbitrated in accordance with the procedures listed below.

5.08 For a one-year period following the effective date of this Agreement, the District and the Union have agreed to the following panel:

Charles Askin Sam Kagel Claude Ames

Barbara Chvany Morris Davis Geraldine Randall

Alexander Cohn Gerald McKay Louella Nelson

(a) One (1) will be selected as neutral arbitrator. If the parties cannot agree which person shall be chosen, they shall select the neutral arbitrator by lot.

(b) One (1) year following the effective date of this Agreement and then from year to year thereafter, the District and the Union may each strike one (1) name from the above panel.

(c) Any vacancy on the panel resulting from any cause may be filled by mutual agreement between the Union and the District. In the event the panel is depleted or in the event no member of the panel is willing to serve on any given arbitration, then the neutral arbitrator

shall be selected from a list of five (5) qualified arbitrators furnished by the American Arbitration Association from which the Union will strike one (1), then the District one (1), then the Union one (1), the District one (1), and the remaining arbitrator is selected. In the event of the inability of the third arbitrator as above selected to serve, the parties shall request a new list from the American Arbitration Association and thereafter strike names therefrom as above provided.

- (d) The three (3) arbitrators so chosen shall endeavor to meet daily for the purpose of adjusting said grievance and the decision of a majority of the three (3) arbitrators submitted, in writing, to the District and the Union shall be final and binding upon all parties.
- (e) All arbitrators are requested to expedite their decision as the parties normally expect a decision to be issued within twenty (20) days after the conclusion of the hearing.
- (f) At the request of either party, a recording of the arbitration proceedings shall be made. Upon the agreement of the Union and the District, a stenographic report and transcript of the proceedings shall be made.

5.09 In all arbitrations, expedited and regular, the following procedures shall apply:

- (a) Each party shall bear the expense of its own arbitrator and attorney. The expense of the third arbitrator, reporter and other incidental expenses shall be borne equally by the parties hereto.
- (b) The Collective Bargaining Agreement shall serve as a submission agreement, but arbitration shall be lim-

ited to issues specifically set forth in the written grievance which may remain unsettled after the procedures set forth in this Agreement and Section 3.0 or Section 4.0 have been exhausted and nothing in this Agreement shall be construed to empower any board of arbitration to change, modify or amend any provision of this Agreement.

- (c) At arbitrations, hearsay evidence shall not be admissible by the Union or the District.

SECTION 6.0

ATTENDANCE POLICY

- 6.01(a) It is recognized by the parties that a significant number of AC Transit employees have good attendance records. It is further recognized that the economic well-being of the District is dependent on employees maintaining good attendance records by coming to work on time and on a regular basis. The intent of this program is to recognize those employees with good attendance records and, consistent with this policy, not to discipline them. Those employees who are guilty of excessive or unacceptable absenteeism, consistent with this policy, will be counseled and, if their attendance does not improve, will be subject to progressive discipline up to, and including discharge.
- (b) Excessive absenteeism is not based solely on the number of times an employee is absent. For example, an employee may not be guilty of excessive absenteeism even if he/she is off from work many days if there are legitimate reasons for his/her absences, consistent with this policy. Similarly, an employee may be guilty of excessive absenteeism if he/she is simply

taking time off without legitimate reason, consistent with this policy. Whether an employee is guilty of excessive or unacceptable absences depends upon all the facts of each particular case.

6.02(a) Except as set forth in subsection (b) of this paragraph, an “absence” is a failure to be at work, or to remain at work as scheduled, for any single workday or for any single consecutive series of work days or any portion of any single workday or days. An “absence” also includes each “failure to report as assigned” which occurs when an employee:

(1) Fails to report in person as assigned before his/her starting/report time. (For all employees, other than Bus Drivers and Dispatchers, two (2) instances of tardiness of 6 minutes or less shall be considered a single absence, deemed to have occurred for purposes of any rolling twelve-month period upon the second instance of such tardiness.)

(2) Fails to make relief at the designated time and place.

(3) Fails to notify the District at least 1/2 hour prior to his/her starting/report time of his/her unavailability for work (an employee shall not receive an absence for failure to report in person for an assignment if the employee has received an absence for failing to report unavailability for the assignment under this paragraph).

(b) The term “absence” shall not include any of the following:

(1) Absence due to job-related injuries or job-related illnesses substantiated by a medical doctor within 24

hours of return to work;

(2) Absences from work resulting from vacation, holidays, military leave, bereavement leave, authorized leaves of absence (including “personal excused”), excused on a holiday either by own request or District request, union business, suspensions imposed by the District, or jury duty;

(3) Any failure to report as assigned or failure to be at work (if reported within twenty-four hours after the start of the employee’s shift or work assignment), or any failure to remain at work (if reported to the employee’s supervisor prior to leaving work), that is due to a documented catastrophic event, occurring to the employee, or to his/her spouse, dependent minor child, parent, or previously designated domestic partner. (Vacation may be used in connection with catastrophic events as outlined in Paragraph 17.24).

(4) Any failure to report as assigned, failure to be at work, or failure to remain at work, which is excused by a supervisor pursuant to Paragraph 6.03(a) – (c) of this section.

(5) In the event of a serious illness or injury to the employee verified by a medical or dental practitioner, or a verified continuing civil court matter (including hearings and conferences required by a court, but not including meetings with the employee’s attorney), requiring the employee to be away from work during a future period of time, or a serious illness or injury to the employee’s spouse, dependent minor child, or previously designated domestic partner, verified by a medical or dental practitioner, requiring the employee to be away from work during a future period of time,

the employee, the Union and the District shall agree to a plan that will reasonably allow the employee to be away from work over a specified period of time. In developing such plans, the needs of the employee and the District shall be considered. Such days missed from work shall not be considered an “absence”.

(6) FLEXTIME

No employee will be required to work an alternative schedule or flextime.

Based on the particular operational considerations of each department/division, the parties agree that on an individual basis, with the approval of the employee, the department manager, and the union; flextime may be arranged for employees at the employee’s option.

(A) “Regular Flextime” is defined as follows: An employee has a regularly scheduled appointment at the beginning or end of his/her shift and would like to flex his/her hours. A plan will be developed to accommodate the appointment. Regular flextime will not affect the employee’s eligibility for the attendance incentive(s). The employee shall make a good faith effort to schedule appointments as close to the beginning or end of his/her shift as possible.

(B) “Window Flextime” is defined as follows: Employee arrives at work within a specific pre-arranged window, ie: between 7 am and 9 am. Arrival windows must not be longer than 3 hours from the employee’s regularly scheduled start time. Employee works for the number of hours his/her shift requires.

Employees who elect to work under the “Window

Flextime” system shall not be eligible for the incentives in this section.

Employees may also request alternative workweeks. Any employee may present his/her supervisor with a plan. If the Employee, the Union, and the District agree, an alternate schedule may be implemented. Alternative work hours shall not affect an employee’s eligibility for the incentives listed in this section.

(7) TIME OFF FOR APPOINTMENTS: Employees may use up to eight hours sick leave per quarter in hour increments for verified personal appointments with no adverse consequences under the attendance policy. The employee must request time off no later than noon on the day prior to the appointment. At the time of the request, the District may require written verification upon the employee’s return.

(8) MISS-OUTS: Employees who miss-out and subsequently work that day, shall not be charged with an absence under the attendance policy. Nor will a “working miss” count against the employee for purposes of the attendance incentive. Decisions as to whether the employee will be allowed to work are to be made by the Superintendent or his/her designee.

(9) TARDY: An operator who is three (3) minutes or less late picking up his/her run at the division or reporting to the Training Center will not be charged with a miss-out (absence). A “tardy” will be recorded, but will not be used against the operator for purposes of this section. It will in no way be used as a negative mark on the operator’s record.

If the operator has a second tardy during a rolling 12 months, s/he will then be charged with (1) miss-out (absence). The first tardy will come off in a twelve

month rolling period.

An operator, whose run is still available, will work that run. If the operator's own run is not available, the operator with the tardy will go to the end of the point list. If the operator who has the tardy chooses not to work, s/he will be given an absence under this section. If the District decides not to use the operator, no absence will be charged, but it will count as one tardy.

(10) Absences which are covered under the Family Medical Leave Act.

- 6.03(a) Any employee who has an absence, and who believes that the absence was due to unusual or extraordinary circumstances beyond his/her control, or who believes that there were other extenuating circumstances for the absence, may within five (5) working days of the absence discuss all reasons for the absence with his/her supervisor, present all available documentation, and request that the absence be excused.
- (b) In deciding whether to excuse the absence, the supervisor shall review the circumstances presented by the employee in light of the purposes of this Attendance Policy which are to prevent excessive absenteeism but not to discipline employees who regularly come to work. The supervisor shall act fairly and impartially in deciding whether to excuse an absence.
- (c) Any absence which is excused by a supervisor shall not be considered as an absence for any purpose except the attendance incentive provided for in Paragraph 6.04(c).
- (d) A full-time employee with at least 24 days accrued

on the sick book as of the date of his/her return to work from a bonafide illness will not be charged with an absence under this policy.

- (e) A Peak Hour driver with at least 8 days of his/her sick leave accrued as of the date of his/her return to work from a bonafide illness will not be charged with an absence under this policy.

6.04(a) Any employee who has absences as of December 14, 2000, shall have those absences reduced by two (2) (the oldest and the newest) on a one time basis, only upon the signing of this agreement.

- (b) Any employee who has no absences in any rolling six-month period shall have his/her two (2) most recent absences permanently excused. Any absences permanently excused pursuant to this paragraph shall not be used against the employee for any purpose except the attendance incentive provided for in Paragraph 6.04(c).

- (c)(1) Any employee who has no days of absence in any consecutive rolling three month period from the last absence or qualification for a quarterly incentive, whichever is the greater period of time, shall receive two hundred dollars (\$200) for each such consecutive three-month period. Said payment shall be paid to the employee in a separate check no later than the last payroll period in the month after the qualifying month for the \$200 incentive.

(2) In addition, any employee who has no days of absence in any consecutive rolling twelve (12) month period from the last absence or qualification for the

annual incentive, whichever is the greater period of time, shall, in addition to the quarterly payments listed in subparagraph (1) above, receive two hundred dollars (\$200). Said payment shall be paid to the employee in a separate check no later than the last payroll period in the month following completion of the twelve months.

(3) For purposes of determining whether an employee shall qualify for any of the incentives listed above, the term “absence” shall be as defined in Paragraph 6.02, except that for this paragraph (c) only, the term “absence” shall also include (i) any time off for job related injuries or job related illnesses (except days on which an employee takes a portion of the day off for industrial injury treatment/therapy, or participates in the modified duty program, or is assaulted), (ii) any time off in connection with discipline imposed by the District (except for discipline which has been removed by agreement of the District and the Union or overturned by an arbitrator), (iii) any absence from work exempted from being an occurrence as a result of the Alcohol/Substance Abuse Policy; and (iv) authorized leave of absence (including “personal excused”). Nothing contained in this paragraph shall be construed as a waiver of any rights that an employee may have under any existing or future federal or state law or regulation.

6.05(a) It is recognized by the parties that some absences are to be expected. Accordingly, the first six (6) absences within a rolling twelve-month period will be treated as “unreported absences” and will not subject an employee to discipline. The absences will, however, be recorded for future reference and possible dis-

cipline under this section.

6.05(b) Any employee who has five (5) absences in any rolling twelve-month or less period, shall receive counseling by a Supervisor. A Union representative shall be present at all counseling sessions. The counseling is not intended to be punitive; rather it shall be for the purpose of discussing the absences and their cause; determining if the employee is experiencing some type of difficulty for which assistance might prove helpful; providing the employee with a copy of the Attendance Policy which the employee shall acknowledge receipt of in writing; and advising the employee as to the consequences of future absences. If the District does not make a reasonable effort to notify and counsel the employee within ten (10) working days of his/her 5th absence, the employee's last absence shall be permanently excused and shall not be used against the employee for any purpose except the attendance incentive provided for in Paragraph 6.04(c).

6.06(a) If an employee has seven (7) or more absences in any rolling twelve-month period, he/she shall receive the following discipline:

Seventh (7th) absence—oral warning and counseling.

Eighth (8th) absence—written warning and counseling.

Ninth (9th) absence—suspension of five (5) workdays, and counseling.

Tenth (10th) absence—discharge.

(b) Nothing contained in this section shall, in appropriate cases, prevent the District from assessing progressive discipline, up to and including discharge, to any employee who engages in a pattern of absenteeism

even if the employee has not reached the levels of absence set forth in subsection (a) of this paragraph. Whether such a pattern exists depends upon the particular facts of each case.

- (c) Notwithstanding the provisions of this paragraph, any absence for three (3) consecutive working days without notifying the District of the reasons for said absence shall be deemed sufficient cause for discharge.
- 6.07(a) Any discipline implemented by the District under this Attendance Policy shall be in accordance with the provisions of Paragraph 3.02 of the Labor Agreement.
- (b) In the case of a suspension or discharge instituted pursuant to Paragraph 6.06 above, the District shall issue a notice of intent to suspend or discharge, which shall not, if appealed, be implemented until upheld or modified by the arbitration procedure provided below. Suspensions shall thereafter be implemented within twenty (20) working days; discharges shall thereafter be implemented immediately.
 - (c) If an employee or the Union wishes to appeal any discipline imposed under this Section, it may do so under the procedures set forth in paragraphs (d) through (f) below.
 - (d) The employee may appeal an oral warning, written reprimand or suspension by filing with the District within the five (5) working days of receipt of notice of the discipline an appeal, which shall briefly set forth, in writing, the reasons for challenging the discipline. Similarly, the employee or the Union may initiate appeal of an intent to discharge by filing with the District within ten (10) days of receipt of notice an appeal, which shall briefly set forth, in writing, the reasons for challenging the intent to discharge. If no

appeal is filed, the discipline or discharge shall stand. The employee bears the burden of documenting all material facts constituting a claimed excuse or justification. Such documentation must be submitted to the District and to the Union as soon as available.

- (e) Each week a representative of the Union and a representative of the District will meet to review such appeals informally. Any appeals resolved shall be final and binding but without precedential effect for any case not involving the employee concerned. The District shall notify the employee, in writing, within five (5) working days of the result of the informal review.
- (f) Any discipline which is not resolved by informal review may be submitted to expedited arbitration pursuant to Paragraphs 5.05–5.06 of the Labor Agreement.

6.08 Employees who fail to report as assigned, and who subsequently accept and complete an assignment on that day shall receive a minimum guarantee of four (4) hours.

SECTION 7.0

MEDICAL ARBITRATION

7.01 Any employee protesting removal from service because of an order from the District's physician may have his/her case reviewed by a physician jointly selected by the District and the Union, and the physician's decision will be final. If the parties are unable to agree on a physician, the medical arbitrator shall be chosen in accordance with the method set forth in Paragraph 5.08c from a list of five (5) physicians furnished by the Medical Association.

SECTION 8.0

PHYSICAL EXAMINATIONS

- 8.01 The District may require any employee who is required to maintain a California Driver License Class A or B as a condition of his/her employment to take general physical examinations at the District's expense on his/her own time provided that such physical examination shall not be required more frequently than once each two (2) years and at a time mutually agreed upon. The employee must keep the appointment set or give the District prior notice of cancellation.

SECTION 9.0

INFORMATION TO BE FURNISHED TO THE UNION

- 9.01 The Union shall receive a copy of any charges filed against any employee and any adverse entry made on an employee's record, and a copy of any decision of any disciplinary hearing. The Union representative, as outlined in Paragraph 1.03, will be allowed to examine all personnel records that deal directly with the employee's work record. If the Union representative desires to review any other part of the employee's record, then the Union representative must have written authorization from the employee and must request said examination through the Human Resources Manager or his/her representative.

9.02 Turnover:

The District shall forward to the Union each month the names of all persons in positions covered by this Agreement entering or leaving its employ together with the designation of the department, division or

work unit to which such persons are or were assigned, to include reclassification of maintenance employees, noting such persons who are leaving or returning from military service. Upon any permanent transfer of an employee from one (1) department to another, the District shall notify the Union thereof.

- 9.03 A seniority list for all departments (e.g., dispatchers, bus drivers, clerical, maintenance) shall be forwarded to the Union not less than once per year.
- 9.04 The names and positions of District administrative personnel, with which the Union are to transact business under the terms of this Collective Bargaining Agreement and any permanent changes that may occur, are:

Department Managers

Superintendents

Assistant Superintendents

Maintenance Supervisors

Transit Office Managers.

SECTION 10.0

SAFETY

- 10.01 There will be monthly meetings between representatives of the District and Union officers for the purpose of discussing safety and security matters of mutual interest and concern.
- 10.02 When there is evidence that applicable city, county, state and Federal safety and health rules, regulations and laws are not being complied with by the District or the Union, they shall be presented as a grievance under the grievance procedure outlined under the

terms of this Agreement.

10.03 The District agrees to provide a safe and healthy place to work and shall furnish and require the use of safety devices and safeguards and shall adopt and use methods and processes adequate to render the workplace safe and healthful. The District shall make every effort to ensure optimum working conditions and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general.

(a) Employees shall not be required to work alone in areas beyond the call, observation, or periodic check of others. In the event such work is of a hazardous nature, additional precautions may need to be taken.

(b) All accidents and illnesses arising at the worksite or in connection with work processes or procedures shall be reported immediately to the District and to the Union representative at the worksite.

(c) Each work location shall have a Safety committee, comprised of management and labor. All union committee members shall be selected by the union. Meetings shall be held monthly. In addition, District-wide safety meetings shall be held quarterly at the union hall. One representative from management and one from the union shall attend the quarterly meeting to represent each work location.

SECTION 11.0

FREE TRANSPORTATION

- 11.01 The District will grant free transportation over its lines to all employees, spouses and dependent children of employees, pensioners, pensioners' spouses and dependent children, surviving spouses of deceased pensioners and of deceased active employees and their dependent children, and all full-time employees of Amalgamated Transit Union, Local 192.
- 11.02 Employees only will be granted free transportation on contract service.

SECTION 12.0

PAY ALLOWED FOR INJURY ON DUTY

- 12.01 Any employee injured on the job shall have the option of integrating sick leave and workers' compensation benefits. No employee shall receive more than eight-(8) hours pay (6 hours for Peak Hour bus drivers) for each working day absent. Industrial Injuries must be reported within 24 hours of occurrence.
- 12.02 If an employee is off due to Industrial Injury for 21 calendar days, the District shall pay the difference between the run or shift pay and \$36.00 for each workday lost during the three-day waiting period provided by the California Worker's Compensation Act.
- 12.03 If an employee is off due to injury from an unprovoked assault, serious accident, or is hospitalized because of physical injury, he/she shall receive his/her regular rate of pay for his/her regular assigned hours for each

workday lost during the three-day waiting period provided by the California Worker's Compensation Act.

(a) Trauma Response: When an employee is assaulted and/or traumatized, the District shall immediately refer the employee to the District's Employee Assistance Program for confidential trauma debriefing and therapy. Appointments must be scheduled as soon as possible but in any case within twelve hours of the event. Such referral is mandatory. Employees refusing EAP will not be allowed to return to work.

12.04 If an employee is off due to injury beyond four (4) months, he/she shall receive the difference between one-half of his/her regular pay and Worker's Compensation pay. For clarification purposes, regular pay shall mean 8 hours.

12.05 The District shall pay the health and welfare premiums for twelve (12) months from the date of injury.

12.06 An employee has the right to choose from a panel of doctors furnished by the District when on Industrial Injury, if he/she is not satisfied with the doctor the District sent him/her to.

12.07 The loss of any employee's property resulting from a holdup, robbery, accident, violence or riot, which occurs while the employee is on duty, shall be reimbursed by the District. Such reimbursement shall be paid upon submission of replacement, laundry or dry-cleaning expense receipt. "Property" shall mean regulation watch (not to exceed \$250.00 in value), prescription eyeglasses, and/or regulation uniform at the District's cost. Any other equipment issued by the District in the performance of the employee's duties shall be replaced.

12.08 Employees who are required, during regular working hours, to take medical treatment in connection with an injury on the job shall be allowed (at the employee's option) to have such medical treatment and reasonable travel time charged to unused but accrued sick leave.

SECTION 13.0

SICK LEAVE

13.01 Regular full-time employees who are off work due to a bona fide sickness or non-occupational injury, or due to an occupational injury for which he/she has opted to integrate sick leave with workers' compensation under Section 12.0, shall be eligible for sick leave. While sick leave shall accrue during an employee's probationary period, it cannot be used until after the completion of that period. For any absence that exceeds two (2) working days, an employee will be required to submit a verified medical report, acceptable to the District, from a licensed practitioner, stating that the employee was unable to perform his/her duties and the dates of treatment, hospitalization or both.

13.02 Effective January 1, 1990, employees shall accrue sick leave at the following rate:

(a) Two-thirds (2/3) day per month during the first year of service.

(b) One (1) day per month after completion of one (1) year of service.

13.03 An employee who does not use any sick leave during the calendar year shall be eligible for one (1) additional day of sick leave over and above that which s/he would

normally be entitled to in the following year. The additional day may be used as a sick day or at the employee's option, it may be used as a paid personal day.

- 13.04 Sick leave will be charged against the oldest sick leave available to the employee. Unused sick leave may not exceed one hundred forty (140) days on January 1st of any year.

(a) Beneficiaries of employees who die while employed by the District shall receive payout of 100% of the employee's accrued sick leave.

- 13.05 When normal accrual during a calendar year results in the employee's accrual exceeding one hundred forty (140) days as of January 1st, the employee shall receive pay for fifty percent (50%) of the days in excess of the one hundred and forty (140) day maximum accumulation and may roll over the remaining 50% into a deferred compensation plan. The employee would begin the new year with one hundred and forty (140) days. The employee will be paid by March 1st of that year. Employees may also elect to accrue over 140 days. The days over 140 will stay in the employee's bank for use in case of catastrophic illness over 140 days. Cash out is limited to 140 days.

- 13.06 An employee who retires with unused sick leave accumulated will receive a lump sum payment upon retirement of one hundred percent (100%) of unused sick leave. The employee may opt to roll over some of the unused sick leave into an account to be used for post retirement medical benefits, up to one year after retirement.

(a) In addition, employees who are within three years of retirement may opt to roll over (up to 25% each of

the three years) of their sick leave accrual into a deferred compensation (457) plan in accordance with IRS codes and regulations.

(b) Employees who have the following accrued sick leave balances may opt to roll over days into a deferred compensation (457) plan in accordance with IRS codes and regulations.

Employee has this # of days accrued then

Employee may convert up to this # of days to deferred compensation

10 days

2 days

25 days

5 days

50 days

20 days

13.07 Payment under this Section shall be computed on the basis of 8 hours per day each workday of absence. Employees who have accrued but unused sickleave must accept payment for time taken off.

13.08 Employees who are off work due to sickness or non-occupational injury shall receive sick leave from the first full day of absence. However, any employee who is hospitalized, shall, at his/her option, receive sick leave beginning either on the first full or partial day of absence.

13.09 Any employee who does not work at least one hundred and fifty (150) days in a calendar year shall not be entitled to receive sick leave accrual in the following year. In addition to days actually worked, vacation, holidays, military leave, jury duty, bereavement leave, training, special duty, industrial injury, absences under the Family and Medical Leave Act (FMLA), and Union business will be counted as days worked for purposes of this provision.

- (a) Subject to the above provision, any employee who is off work as a result of a suspended license shall be entitled to prorated sick leave pay for the months or major fractions thereof worked with the District in a calendar year.
- (b) Any employee may have outside employment including self-employment, provided it does not interfere with his/her employment with the District. Such an employee may continue his/her outside employment, while on sick leave or industrial injury, provided the duties and functions of the outside employment are not inconsistent with the employee's sickness or industrial injury, and the employee has previously given prior written notice to the District and the Union of such outside employment, including self-employment.
- (c) Absence due to sickness shall not exceed one (1) year and no employee shall suffer any loss of seniority as a result of such absence.

13.10 Employees shall notify the District of their intention to return to work, (by phone or in person) prior to Noon on the day before their return.

13.11 At the employee's option, she/he may use accrued sick leave while on leave under the Family Medical Leave Act.

SECTION 14.0

JURY DUTY/WITNESS DUTY

14.01 All employees upon receiving notification to report to serve on jury duty, jury panel, or jury test shall notify their dispatcher, maintenance supervisor or depart-

ment manager immediately. In such event an employee so used and who submits proof of report for same, shall receive his/her regular run or shift pay for each day served.

- 14.02 Employees subpoenaed before a Grand Jury or Court to testify as a result of an incident, reported in writing, by the employee during work hours, provided prior notification is given to their dispatcher, maintenance supervisor or department manager, shall be paid the difference between the amount received for witness fees and the regular rate of pay for actual work time lost, not to exceed 8 hours per day, for each day served.
- 14.03 In order to be entitled to pay under this provision, the employee must report to the District immediately after release from the subpoena and present documented proof of the amount received as witness fees.

SECTION 15.0

BEREAVEMENT LEAVE

- 15.01 All employees covered by this Agreement shall, in the event of the verified death of the employee's spouse, previously designated domestic partner as defined in Section 19.01(e), children and step-children of either spouse, parents and step-parents of either spouse, grandparents of either spouse, great-grandparents of either spouse, or brother or sister or step-brother or step-sister of the employee, be entitled to five (5) workdays off with pay, payable only if the days of leave are regular scheduled workdays for the employee and the employee is available to work; however, the five (5) workdays off must be tied to the day of the funeral.

15.02 Examples of five (5) working days off:

- (a) Funeral is scheduled for “Wednesday” –
Days off Saturday and Sunday.

Five (5) working days off shall be:

Monday, Tuesday, Wednesday, Thursday Friday off;
or

Tuesday, Wednesday, Thursday, Friday, & Monday off;
or

Wednesday, Thursday, Friday, Monday & Tuesday off.

- (b) Funeral is scheduled for “Wednesday” – Days off
Tuesday and Wednesday.

Five (5) working days off shall be:

Thursday, Friday, Saturday, Sunday & Monday
or

Monday, Thursday, Friday, Saturday, Sunday
or

Saturday, Sunday, Monday, Thursday, Friday

15.03 Pay for the aforementioned days are at 8 hours at
straight-time. Peak Hour Operators shall be entitled
to six-(6) hours pay per day.

15.04 Notwithstanding the above provisions, Division per-
sonnel shall not dispute payment of bereavement leave
with an employee who has lost a family member. The
parties agree that every effort should be made to assist
employees in their grieving process. Questions of pay
shall be raised with the union at the first opportunity,
but not in the presence of the employee.

SECTION 16.0

SENIORITY AND LEAVE OF ABSENCE

16.01 Leave of absence shall be granted and seniority shall accumulate during:

- (a) Leave of absence approved by the District and the Union.
- (b) Service on business of the Union or its International organization or if seeking election or appointed to a full-time public office (Local, State, Federal). Such leaves of absence shall not be restricted as to time.
- (c) Absence due to physical disability shall not exceed one (1) year unless the employee is on industrial injury).
- (d) Any absence caused by reduction in force, providing good standing in the Union is maintained and severance pay has not been accepted.
- (e) Any violation either of the federal family and Medical Leave Act or of any state laws relating to family and medical leave may be subject to the grievance and arbitration provisions of this Agreement. Any remedies provided for in those laws as well as any remedies applicable to any other violation of this Agreement shall be applicable to any violation of such laws.

It is not the intent of the parties to waive the individual statutory rights and remedies provided in the FMLA and the state laws relating to family and medical leave.

(1) Notwithstanding the eligibility requirements of the FMLA, the District agrees to apply the provisions of the FMLA to employees in the bargaining unit with six months of service and a minimum of six hundred twenty five (625) hours.

16.02 Employees covered by this Agreement may be granted a leave of absence without pay limited to one hundred and thirty-five (135) calendar days (in leap year it will be one hundred and thirty-six (136) days) in any calendar year without loss of seniority. Except in emergency situations, applications for a leave of absence shall be made to the District and the Union at least fifteen (15) days prior to the anticipated commencement of such leave.

16.03 All employees covered by this Agreement will be granted up to ten (10) days annually for emergency leave when valid reasons are submitted to the department manager. The Union shall be notified by the District of the effective date of such leave and anticipated return.

16.04 Any employee who accepts gainful occupation while on any leave of absence except as shown in Paragraph 13.09(b), or 16.01(b) and (d) terminates his/her employment with the District.

16.05 Any employee desiring a leave of absence to attend a training program which involves subjects related to the Transit Industry will be granted up to a maximum of one (1) year leave of absence without loss of seniority.

(a) Notice of intent to engage in a training program defined herein shall be given to the department manager

and the Union at least thirty (30) days prior to such leave.

16.06 Maternity leave of absence will be granted to each employee covered by this Agreement who becomes pregnant. Such leave will begin no later than the date the employee's doctor states, in writing that she should discontinue working. Should there be a determination that there is a pregnancy-related disability, it will be treated as a temporary disability. Seniority shall accumulate no more than one (1) year from the commencement of the disability.

(a) Paternity leave shall be granted in accordance with the Family and Medical Leave Act.

(b) At the employee's option, parents may work part-time and gradually return to work for up to 12 weeks, and may request to work part-time for additional time, subject to approval of the District and the Union.

16.07 All questions of seniority shall be determined by the Union.

SECTION 17.0

VACATIONS

17.01 All employees of the District covered by this Agreement who by reason of previous continuous service worked with the District or its predecessor company having earned vacations scheduled to be taken and paid for during the balance of the year 2000 shall be entitled to and take such vacations or their vacation pay as the case may be, in accordance with the terms

and provisions of the Labor Agreement between the parties next preceding this one.

17.02 All employees of the District shall become qualified for and entitled to annual vacations with pay. The maximum pay will be run or shift time at the time vacation is taken. Dependent upon Vacation Credits earned, an employee will be entitled to one of the following vacations:

- (a) Employees with one (1) year and less than five (5) years of service shall receive two (2) weeks vacation.
- (b) Employees with five (5) years and less than ten (10) years of service shall receive three (3) weeks vacation.
- (c) Employees with ten (10) years and less than fifteen (15) years of service shall receive four (4) weeks vacation.
- (d) Employees with fifteen (15) years and less twenty five (25 years) of service shall receive five (5) weeks vacation.
- (e) Employees with twenty five (25) or more years of service shall receive six (6) weeks vacation.

17.03 Every month, or major fraction thereof, of continuous service worked with the District or its predecessor company shall entitle such employee to a credit toward vacation with pay which is hereinafter referred to as a "Vacation Credit." The accumulation of such Vacation Credits shall not be affected by absences of one (1) year or less due to industrial accidents or by temporary absence on Union business. A maximum of ninety (90) days shall be allowed for illness or non-occupational injury without forfeiture of Vacation Credits. Suspension or leave of absence, whether

continuous or not, which totals one (1) month or less during any calendar year shall not result in the forfeiture of a Vacation Credit. All other absences, whether continuous or not, which total one (1) month or a major fraction thereof during a calendar year shall result in the forfeiture of a Vacation Credit for each such month or major fraction thereof.

- 17.04 Vacation Credits will not be cumulative. They must be used during the calendar year following the earning of credits, except as allowed for otherwise in Paragraph 17.23.
- 17.05 The vacation and vacation pay, if any, to which an employee shall become entitled to herein under shall be determined as of the commencement date of the vacation period he/she shall select as herein provided, or as of the date of termination of his/her employment, as the case may be.
- 17.06 The vacation list for all employees of the District shall be posted not later than December 1st of each year, except for the Maintenance Department and the Purchasing and Materials Department.
- (a) The vacation sign-up list in the Maintenance Department and Purchasing and Materials Department shall be posted no later than November 15th of each year and shall be removed December 20th. No employee shall delay the sign-up for more than two (2) days (excluding Saturdays, Sundays and holidays). No vacation changes will be made without agreement between the District and the Union.
- 17.07 All employees shall be entitled to select their vacation based on their seniority date in the year in which said vacation is to be taken.

17.08 Casual Vacation:

- (a) All employees shall have the option of using up to two (2) weeks earned vacation as casual vacation. The department manager must be notified by October 1st, prior to the December sign-up, of the employee's desire to use vacation as casual vacation.
- (b) The two (2) weeks casual vacation may be used for any personal reason(s), provided the employee requests such vacation from his/her Superintendent or Department Manager, in writing no later than 11:00 a.m. on the day prior to the day to be used. Casual vacation will be granted for available slots on a first come, first served basis. The employee must verify that the requested vacation has been granted. Requests for casual vacation days will not be honored earlier than thirty (30) calendar days before the day(s) desired as casual vacation day(s).
- (c) Casual vacation must be used in not less than one (1) day increments. Employees may not use the provisions of this Section for scheduled work on holidays, excused time days.
- (d) Absences of employees excused for Union business will not be charged to casual vacation.
- (e) All unused casual vacation on record as of December 31st will be paid to the employee no later than the first pay period in March.
- (f) All unused casual vacation shall be paid based upon the wage rates in effect at the time of payment, including any applicable cost-of-living adjustment. Pay for unused casual vacation shall be as follows:

- (1) Operators – Eight (8) hours
 - (2) Maintenance, Materials and PBX Operators
– Shift pay
 - (3) Clerical – Eight (8) hours
- (g) The District shall guarantee no less than two slots per division per day in the Transportation Department consistent with operating efficiency. If necessary, the District will offer day-off work in order to guarantee that no less than two slots are available at each Transportation division. The District will notify the Union immediately if any division is unable to honor this guarantee.

17.09 Carry Over:

An employee may carry over a maximum of two (2) weeks vacation to the following year, in which case he/she must take all the carry over and earned Vacation Credits in full for said year. The department manager must be notified by October 1st, prior to the December sign-up, of the employee's desire to so carry over. Once the employee has taken all of his/her carry over and earned Vacation Credits, then he/she may again carry over a maximum of two (2) weeks on the next vacation sign-up.

- 17.10 Employees covered under this provision may select their vacation periods based on their respective seniority date. Any employee selecting his/her vacation period prior to his/her seniority date in the year in which vacation is to be taken shall be entitled to take his/her full vacation but shall not receive payment for any additional Vacation Credits, over and above the

vacation those Credits would have entitled him/her to in the previous year, until such employee has actually qualified for such additional vacation based on his/her qualifying seniority date at which time he/she shall be paid. Employees who terminate prior to their qualifying date shall not be entitled to such additional Vacation Credits.

- 17.11 Employees who have been in service ten (10) months or less at the time of the regular vacation sign-up shall be entitled to select, according to seniority, a vacation period from a special list. The special list shall be available on or before January 15th of the year in which the vacation is to be taken. Vacation pay for employees so situated shall correspond to the amount of Vacation Credits earned in the previous calendar year in accordance with this Section.
- 17.12 Any employee leaving the service shall be paid for all unused Vacation Credits.
- 17.13 Any employee of the District working during vacation, to which he/she is entitled, by consent of the Union and the District, shall be paid for vacation at straight time.
- 17.14 Employees who are signed on the Extra Board at the time they take their vacation, and dependent upon Vacation Credits earned, will be paid 40 hours per week during the term of this contract. If signed on a detail at the time vacation commences, the employee shall receive detail assignment pay for the period that he/she holds the detail. This provision shall apply only to the original detail.
- 17.15 Extra Board bus drivers holding a detail who request va-

cation pay in advance will receive vacation pay at a rate of 8 hours per day with adjustment, if any, to be made in the first pay period after returning from vacation.

- 17.16 All employees who desire their vacation pay in advance of going on vacation shall notify their superintendent or clerical department manager two (2) weeks in advance of the start of vacation. Advances for vacation pay will be granted, less applicable amounts to cover deductions due in each pay period for which the advance is granted.
- 17.17 Split vacation will be allowed on a voluntary basis. No employee will be forced to split a vacation. An employee who exercises the option to split his/her vacation will not be allowed both picks at one time. He/she shall make his/her first pick and then wait until all others have signed according to their seniority. Then the second pick shall be allowed on a seniority basis. Vacations shall be split only once, except where additional consecutive weeks are not available on the second pick.
- 17.18 In the event an employee is off work due to sickness or non-occupational injury for at least five (5) work-days prior to the commencement of his/her scheduled vacation, he/she may request postponement of his/her vacation until the employee is able to return to work, provided a doctor's certificate or other appropriate certification of illness is presented to the District upon request for such vacation postponement. Request for postponement of vacation must be made at least five (5) days prior to the start of the vacation.
- 17.19 If an employee is hospitalized or becomes seriously ill within such five-workday period, the five-day period

may be waived in order to postpone his/her vacation.

- 17.20 When an employee is off work because of Industrial Injury, he/she shall be able to postpone his/her vacation until he/she is able to return to work.
- 17.21 If an employee who has postponed his/her vacation, as provided herein, returns to work, a list of available slots will be shown to the employee, and the selection will be made by the employee on a seniority basis.
- 17.22 If an employee is unable to return to work in the calendar year following that in which he/she had earned Vacation Credits, he/she shall receive his/her earned vacation pay which had been postponed.
- 17.23 If either of the foregoing Paragraphs 17.18 or 17.20 occurs during November or December of any calendar year and insufficient time remains in said calendar year to permit an employee to take his/her earned vacation, his/her vacation may be postponed until the following year unless, upon his/her return to work, sufficient time in the current calendar year remains which would permit said employee to take his/her earned vacation.
- 17.24 If an employee has time off due to a documented catastrophic event (as defined in Paragraph 6.02(b)(3)) and wishes to use casual vacation time, rather than unpaid time off, he/she may do so by written request to his/her supervisor within twenty-four (24) hours of his/her return to work. An employee may also use regular vacation time for a documented catastrophic event (including one involving additional family members) if the employee makes such request within twenty-four (24) hours of the time the employee wishes to take time off.

SECTION 18.0

HOLIDAYS

- 18.01 Double time and one-half shall be paid all employees covered by this Agreement for work actually performed with a minimum equal to 20 hours at straight time on New Year's Day, Reverend Martin Luther King, Jr's Birthday, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, the employee's birthday and one (1) floating holiday, or on the day following declared a legal holiday in lieu thereof, if any such holiday falls on a Sunday. In addition, (for the floating holiday sign-up of May 2002) effective July 1, 2002 the same premium as above will be paid for one (1) additional floating holiday in honor of Cesar Chavez.
- 18.02 Employees will select their floating holiday from a list posted by the District based on their respective seniority dates with such selection to be accomplished prior to the start of the contract year.
- 18.03 All holidays outlined in Paragraph 18.01 of the Labor Agreement shall be guaranteed holidays.
- 18.04 Deleted – Reserved for future use.
- 18.05 None of the provisions in Section 18.0 apply to any employee who does not work his/her regular scheduled workday either before or after the holiday; provided, however, an employee who is scheduled to work a holiday and who fails to report for work on said holiday shall not receive holiday pay for that day unless he/she works on that day.
- (a) Employees on sickleave, industrial injury, maternity

leave, military leave, or Family Medical Leave shall be entitled to holiday pay for the first continuous six months of leave.

- 18.06 The Guaranteed Holiday Provision does not apply to any employee off due to sickness, Industrial Injury, or as a result of revocation of driver license, in excess of six- (6) consecutive calendar months prior to said holiday. Six (6) months to be determined from the last day worked.
- 18.07 Holidays as agreed to in this Section shall be observed on the days set forth in the applicable section of the Government Code of the State of California.
- 18.08 In the event that an agreed-to holiday falls in an employee's vacation period, said employee shall receive holiday pay for said holiday and his/her vacation shall be extended.
- 18.09 Holiday pay for work actually performed on any of the above-named holidays by employees covered under Part IV, Clerical Office Workers, of this Agreement shall be based on a minimum equal to 20 hours at straight time.
- 18.10 If any holiday falls on an employee's non-workday, the District will give him/her one (1) workday off with pay to be added to his/her current vacation, or, at its option, will give him/her one (1) day off with pay, or one (1) day's pay for such holiday.
- 18.11 Straight time shall be paid when one of the above holidays falls on an employee's regular assigned workday and such employee does not work as a result of a holiday.

18.12 It being understood that Sunday work shifts as posted by the District will be in effect in the Maintenance Department on these holidays except in cases of emergency.

SECTION 19.0

HEALTH AND WELFARE

19.01 Medical Plans:

- (a) The District will make available to its employees an open panel Health Maintenance Organization (HMO). Effective July 1, 2000, the plan shall include durable medical equipment. The District will contribute one hundred percent (100%) of the cost, but not to exceed premiums paid to either Kaiser or the alternate private medical plans.
- (b) The District will pay the additional monthly premium increases, if any, to continue the present levels of benefits in either Kaiser or the alternate private medical plans. Such amount to cover each active employee enrolled and his/her qualified enrolled dependents. The District's monthly premium for United or the alternate medical plan shall be limited to the highest amount of monthly premium paid by the District for HMO coverage. The difference in premium shall be paid by the employee through payroll deduction.
- (c) Employees who terminate service with at least 15 years of service and who are at least 50 years old may elect to remain with the District benefit plan on direct pay status. The employee will be eligible to convert to retiree medical benefits at age 55.

- (d) Effective July 1, 1988, the lifetime maximum benefits under the alternate private medical plan will be \$600,000.
- (e) The parties recognize that continued low participation in the Travelers medical plan or adverse claims experience associated with such coverage may result in termination of such coverage by Travelers. These same factors may make it difficult and, perhaps, impossible to find an alternative carrier or alternative coverage.
- (f) Definition of Domestic Partner

Effective January 1, 2001, the term “spouse” will include previously designated domestic partners. In order to be eligible for domestic partner benefits, the employee and his/her domestic partner must execute a Declaration of Domestic Partnership on a form provided by the District and such other forms and enrollment documents as the District or plan may require.

(1) A “Domestic Partner” is the partner of an employee sharing a long-term committed relationship with the following characteristics:

(A) The partners have lived together for at least six months.

(B) The partners have an exclusive mutual commitment similar to that of marriage.

(C) The partners are financially responsible for each other’s well being and debts to third parties. This means they have entered into a contractual commitment for that financial responsibility or have joint ownership of significant assets (such as a home, car, or bank accounts) and/or joint liability for debts (such as a mortgage or major credit card).

(D) Neither partner is married to anyone else nor has another domestic partner.

Partners are not related by blood closer than would bar marriage in the State of California.

(2) A Domestic partnership terminates when:

(A) One or both domestic partners no longer meet the above qualifications;

(B) Notice is given by one of the partners that the relationship has been dissolved; or

(C) the death of one of the domestic partners.

(g)(1) If the spouse of an AC Transit employee has medical coverage through another employer, and if the employee provides acceptable verification of that coverage to the District, the employee may at his/her option drop medical coverage at AC Transit, or put his/her dependents on the spouse's medical plan, provided that the employee receives in the first payroll period of each month 50% of the savings to AC Transit, and provided further that the employee and/or dependents can return to medical coverage through AC Transit at any time, with no waiting period, and with no exceptions from medical coverage for any pre-existing conditions. This provision shall take effect, and remain in effect, only if AC Transit's medical providers have given the parties written confirmation that the above employee safeguards can be met.

(g)(2) If two employees working for AC Transit are spouses, and if they both agree, they shall have the option to elect one medical coverage that will cover both employees and their dependents, provided that the employee receives in the first payroll period of

each month 50% of the savings to AC Transit, and provided further that the employees can return to dual medical coverage through AC Transit at any time, with no waiting period, and with no exceptions from medical coverage for any pre-existing conditions. This provision shall take effect, and remain in effect, only if AC Transit's medical providers have given the parties written confirmation that the above employee safeguards can be met.

- (g)(3) The options set forth in subparagraphs (1) and (2) above may be exercised only once during the term of this Agreement. If an employee chooses to return to full medical coverage at AC Transit he/she will no longer receive any savings payments.

19.02 Dental Plan:

- (a) The District will continue to provide dental benefits for each active employee enrolled and his/her qualified enrolled dependents. Such benefits to be based on a ninety per-cent/ten percent (90%/10%) usual and customary basis, with a \$50.00 deductible per year per individual (maximum of three (3) deductible amounts per family unit) and the annual maximum payment per individual will be \$1,500.

- (b) Effective December 1, 2000:

(1) Preventative Care: Insurance will pay one hundred percent (100%) of usual and customary charges. Preventative care shall include four (4) cleanings per year.

- (2) The District will continue to provide for all employees and their qualified enrolled dependents an orthodontics plan covering fifty percent (50%) of

charges with \$2,000 maximum lifetime payment per individual.

(3) If the spouse of an AC Transit employee has dental coverage through another employer, and if the employee provides acceptable verification of that coverage to the District, the employee may at his/her option drop dental coverage at AC Transit, or put his/her dependents on the spouse's dental plan, provided that the employee receives in the first payroll period of each month 50% of the savings to AC Transit, and provided further that the employee and/or dependents can return to dental coverage through AC Transit at any time, with no waiting period, and with no exceptions from dental coverage for any pre-existing conditions. This provision shall take effect, and remain in effect, only if AC Transit guarantees in writing that the above employee safeguards can be met.

(4) If two employees working for AC Transit are spouses, and if they both agree, they shall have the option to elect one dental coverage that covers both employees and their dependents, provided that the employee receives, in the first payroll period of each month, 50% of the savings to AC Transit, and provided further that the employees can return to dual dental coverage through AC Transit at any time, with no waiting period, and with no exceptions from dental coverage for any pre-existing conditions. This provision shall take effect, and remain in effect, only if AC Transit guarantees in writing that the above employee safeguards can be met.

(c) The options set forth in subparagraphs (3) and (4) above may be exercised only once during the term of

this Agreement. If an employee chooses to return to full dental coverage at AC Transit, he/she will no longer receive any savings payments.

19.03 Vision Care Plan:

- (a) The District will continue to provide for all employees and their qualified enrolled dependents a vision care plan covering visual examination, lens replacements and frame replacements at prescribed intervals with a \$10.00 deductible.

19.04 Prescription Plan:

- (a) The District will continue to provide a prescription drug insurance program for each active employee enrolled and his/her qualified enrolled dependents. Such benefits to be based on a \$2.00 deductible each prescription; percentage payable one hundred percent (100%) with a maximum benefit payable of \$500.00 per calendar year per person.
- (b) Effective January 1, 1990, or as soon as the change can be effected, prescription drug coverage for employees enrolled in an HMO medical plan will be provided through the HMO. The maximum deductible amount per prescription will be \$4.00.

19.05 Life Insurance:

- (a) The District will provide \$10,000 Group Life Insurance and \$4600 accidental death and dismemberment for each active employee. In addition, the District will self-insure for each employee \$5400 additional accidental death and dismemberment insurance. The beneficiaries of any employee who dies while in active service of the District will receive an additional pay-

ment of \$20,000, for which the District will self insure.

- (b) On an annual basis the District will provide the opportunity for each active employee to purchase up to an additional \$100,000 Voluntary Term Life Insurance (\$10,000 guaranteed; \$90,000 in increments of \$10,000 subject to a statement of health).
- (c) In addition, the District agrees to provide \$100,000 insurance, as provided for in the current insurance policy, for any employee who is attacked and killed while in the performance of his/her duty.
- (d) All employees hired after the signing of this Agreement will become eligible for group coverage the first of the month following thirty (30) days of active service.

19.06 All employees covered by this Agreement who may be on authorized leave of absence in excess of six (6) months will be required to pay their own premiums if they desire to remain covered by the medical plan, dental plan, prescription drug plan, vision care plan or District paid life insurance.

19.07 Child & Elder Care – Dependant Care Trust

The District shall provide a program for employees whereby child and elder care will be paid for with the employee's pre-tax dollars at the licensed child care facility of the employee's choice.

Effective July 1, 2000, the District shall contribute \$.03 per hour per employee for all hours worked by employees in ATU classifications. The purpose of this contribution is to assist ATU members with their dependant care needs. The Dependant Care Committee shall be responsible for working out the details on how to implement programs.

The Trustees of the Medical Trust shall determine how the dependent care portion will be added to the Trust.

SECTION 20.0

SEVERANCE PAY

- 20.01 Any employee with three (3) years or more of service laid off due to reduction in force shall receive \$500.00 for each full year or major fraction thereof of service.
- 20.02 Any employee who by reason of physical disability incurred through illness or non-occupational injury, and certified by a physician's report, who has three (3) or more years of continuous service and who cannot qualify for a pension shall receive severance pay at the rate of \$500.00 per year or major fraction thereof of service.
- 20.03 Any employee laid off due to reduction in force shall have the option of:
- (a) Accepting his/her severance pay, which will be a final termination of employment with the District.
 - (b) Accepting an assignment in order of seniority.
 - (c) Leaving his/her severance pay with the District and remaining on the rolls for a call-back. If not called back within one (1) year, the employee has the option of requesting and receiving his/her severance pay.

SECTION 21.0

PENSION

21.01 All former employees of Key System Transit Lines, its predecessor, and affiliate companies, who are on pension pursuant to the pension plan dated January 1, 1913, shall remain on pension with all benefits, rights and privileges received by them at the time of the District's assumption of operations on October 1, 1960.

21.02 The District will provide a pension plan in accordance with the terms and conditions of the Pension Agreement between the parties as set forth in Exhibit "A." This includes an increase of two (2) percentage points to the existing pension tables for those leaving District employment July 1, 1990, or later.

(a) Effective July 1, 1990, the outside earnings limitation for Occupational Disability Pensions shall be eliminated.

Effective July 1, 2000, the required years of continuous service for Pre-Retirement Death Benefit shall be ten (10) years.

(b) Vested employees, who are at least age 55 at the time of death, shall be eligible for a pre-retirement death benefit for surviving eligible children as outlined in the pension plan document.

21.03 The District agrees to continue to pay the increases in the monthly pension benefits given in prior contract negotiations.

21.04 Effective July 1, 1990, the District further agrees to increase the monthly benefits to those on the pension rolls prior to June 30, 1986, as follows:

- (a) Prior to June 30, 1974, increase of three and sev-
enty-five/hundredths percent (3.75%).
- (b) Between June 30, 1974, and prior to June 30, 1978,
increase of three percent (3%).
- (c) Between June 30, 1978, and prior to June 30, 1983,
increase of two and one-half percent (2.5%).
- (d) Between June 30, 1983, and prior to June 30, 1986,
increase of one percent (1%).

21.05 Full-time Union officials and any Union employee on official Union business shall continue to accumulate credits for their retirement based on salary received from the Union. This Section shall not apply to Shop Stewards when performing their normal duties.

21.06 There will be a minimum monthly pension benefit of \$400.00 for all current and future retirees.

- (a) Upon the signing of this agreement, a one-time ad hoc increase will be dispersed to retirees who retired prior to the pension improvements in the 1997 agreement.

21.07 Pensioners:

- (a) Effective July 1, 2000, the District will contribute \$80.00 a month for each pensioner and spouse who are eligible for and enrolled in Parts “A” (Hospital) and “B” (Professional Services) of Medicare.
- (b) Effective July 1, 2000, the District will contribute \$40.00 a month for each pensioner only (no spouse) who is eligible for and enrolled in Parts “A” (Hospital) and “B” (Professional Services) of Medicare.

(c) All pensioned members of Local 192 who were retired before February 1, 1978, and who were previously covered by Group Life Insurance shall have premiums paid for by the District to the following extent:

(1) Those who previously elected \$1,000 coverage will have \$1,000 coverage paid for by the District.

(2) Those who previously elected \$4,000 coverage shall have \$2,000 coverage paid for by the District. The other \$2,000 coverage will have to be paid for by the pensioner.

(3) Those who retired on or after February 1, 1978, the District will pay the premium for \$2,000 life insurance coverage. The District will permit any pensioner to purchase an additional \$10,000 coverage under the District's Group Life Insurance Policy.

21.08 Retiree Medical

(a) Retirees who opt to maintain coverage through AC Transit shall be allowed to choose a medical plan which includes a prescription benefit. In addition, the plan will cover hearing aids and durable medical equipment.

(b) The District shall provide vision care for the retiree only, the retiree may purchase coverage for his/her spouse.

The District shall subsidize retiree dental with a cash payment of \$20.00 per month per retiree.

21.09 Medical Trust

The Union and the District will establish and jointly ad-

minister a trust fund intended for use by retirees for post-retirement medical. In (1997) the District will contribute \$1,000,000 to the trust. Each year thereafter the District will contribute \$.10 per hour per employee for all hours worked.

Effective January 1, 2001, the parties, through the ATU/AC Transit post-retirement Trust, will pay \$150 of the medical premium for current and future retirees between 55 and 65 who are not Medicare eligible.

Both parties have a duty to protect the ATU/AC Transit Trust. Moreover, the parties wish to provide full retiree medical for the retiree and spouse in the future. Upon signing, the parties agree to immediately begin discussions on ways to provide full medical for the retiree and spouse within the current funding levels.

21.10 Effective July 1, 2000, the service hours of all active bus drivers who began employment as part-time operators will be included in the pension plan. For purposes of this section 2080 hours shall equal one year of service credit. For pension purposes, District hire dates will be adjusted to include the hours prior to becoming full time.

21.11 Effective July 1, 2000 former part-time operators are designated as “Peak Operators” and will be included in the pension plan. Peak Operators will earn pension credit at the rate of 2080 hours equals one (1) year.

21.12 No later than June 30, 2001, the District shall disperse a one-time \$500,000 ad hoc payment for pre-1998 retirees. The percentage for each retiree shall be determined by a formula, agreed to by the parties, entitled the “Wayne Nelson” formula and shall benefit

retirees according to length of time retired.

21.13 RETIREMENT EDUCATION

The parties understand that the AC Transit pension plan is the centerpiece of a veteran employee's assurance of security after retirement. By contrast, new employees may enter service with the District with only a slight interest in retirement. Notwithstanding the level of interest, both groups of employees benefit from regular and ongoing education about the District's pension plan, and how to put together a plan for a high quality retirement. The Union and the District will jointly develop (in concert with the Retirement Department) a retirement education program, keyed on the two most critical times in the worker's career.

First, during initial training, workers will receive information regarding the existence of the plan and generally what benefits are available. During the first ten years, employees will receive periodic written information and updates on the plan.

Just prior to the ten-year vesting point, employees will receive an eight-hour session to include detailed financial counseling. Subjects such as types of deferred compensation, sick leave accrual roll-overs, flexible benefit plans, help in estimating how much money will be needed during retirement, and assistance in setting up options that the employee may select will be covered.

SECTION 22.0

COST-OF-LIVING

22.01 Escalator Clause:

(a) In addition to the basic wage rates contained in this Agreement, all employees covered by this Agreement shall be entitled to a cost-of-living allowance, as set forth in this Section.

22.02 The basic wage rates as contained in this Agreement shall not be reduced by application of this cost-of-living provision. The cost-of-living allowance shall be determined and re-determined in accordance with changes, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. Cities Average, 1967=100, published by the Bureau of Labor Statistics, United States Department of Labor (hereinafter referred to as the "Index"), in the manner described in this Section and applied to each of the hourly rates as set forth in the various sections of the Agreement.

22.03 The first cost-of-living adjustment will be based on the percentage change in the Index between the Index published for the month of March and the Index published for the month of June.

22.04 Quarterly-annual adjustments shall be made thereafter throughout and until the final adjustment paid commencing with the first payroll period after publication of the Index for the month of March in the last calendar year of this Agreement. Quarterly adjustments effective in July and thereafter will be based on the changes in the Consumer Price Index (CPI) on a floating base according to the following table:

(a) From the CPI for the month of March to the CPI for the month of June, allowance paid in the month of July.

(b) From the CPI for the month of June to the CPI for the month of September, allowance paid in the month

of October.

(c) From the CPI for the month of September to the CPI for the month of December, allowance paid in the month of January.

(d) From the CPI for the month of December to the CPI for the month of March, allowance paid in the month of April.

22.05 The cost-of-living allowance shall be used in the computation of straight-time and overtime pay exactly as though the wage rates had been increased by the allowance. However, the allowance shall not be added to the basic wage rates but only to each employee's earnings. Each quarterly cost-of-living adjustment shall be combined with the cost-of-living allowance being paid from the prior period and the combined amount shall be paid until the next cost-of-living adjustment.

22.06 The adjustments will be paid commencing with the first payroll period after publication of the Index for the months of June, September, December and March. The resultant allowance will be rounded to the nearest full cent (\$.01) per hour for each classification.

22.07 All cost-of-living allowances during the term of this contract shall be subject to the following floors and ceilings:

(a) No adjustment shall be lower than 0.75% per quarter.

(b) No adjustment shall exceed 1.0% per quarter effective July 2003 through 2004.

*(b) No adjustment shall exceed two and one-quarter percent (2.25%) per quarter.

(a) In any contract year (July 1 through June 30) the total adjustments shall not exceed four percent (4.0%)

*(d) In any contract year (July 1 through June 30) the total adjustments shall not exceed eight and one half percent (8.5%)

*Not applicable during the term of this Agreement.

SECTION 23.0

DELETED – effective July 1, 2000
(Section reserved for future use)

SECTION 24.0

PROMOTIONS

24.01 All promotion jobs shall be bulletined for a minimum of five (5) days in all offices or divisions, and bids will be closed after five (5) working days of posting. The District, whenever practicable, shall fill vacancies by promotion, if qualified employees are available. Qualifications are to be determined by the District, and this includes all minimum qualifications. The employee with the greater length of service shall receive preference in promotion or transfer to a vacancy.

(a) For purposes of promotion, attendance shall be defined and evaluated under Section 6.0 of this agreement and the Drug Policy. Any exclusion of an employee for attendance shall be reported to the Union within 15 days.

(b) Training. The parties recognize that leadership develops throughout the District and that ATU members form a large segment of the pool of leaders.

Therefore, in addition to the training programs covered in this agreement, the parties agree to establish support systems that encourage promotions from within. Systems shall be consistent with EEOC/affirmative action, ADA, and contractual provisions regarding seniority.

SECTION 25.0

PROMOTION SENIORITY

25.01 It is understood between Local 192 and the District that when a Union employee accepts and is appointed to a non-Union position, if said employee returns to his/her Union position within the twelve-month period after his/her appointment, he/she shall be returned to his/her previously held Union position and shall maintain his/her seniority in the Union. All positions vacated, as a result of the original appointment will be filled behind, including the entry-level position. The right to return with seniority in the Union shall apply only once for each employee.

SECTION 26.0

CLASSIFICATION SPECIFICATIONS

26.01 In the event a new position is established, the District shall furnish the Union with a copy of the written classification specification and promptly meet to negotiate the rate of pay for such new position.

SECTION 27.0

TIME CARDS

- 27.01 Time cards must be submitted by the employee within 24 hours of the completion of any overtime work, unless the overtime work occurs on the day before the employee's two days off, in which case the employee must submit the time card within 72 hours. Dispatchers or clerks who handle time cards at the various divisions shall not make any reduction in the time shown on said card without giving the employee an opportunity to personally discuss such reduction. This shall be done by notification to the employee. If the employee does not appear for a personal interview within four (4) working days, unless excused for illness or other good cause, the time card shall be corrected, the correction noted thereon, and the card sent to the Payroll Department and the employee notified. In all cases where corrections are made in the presence of the employee and accepted by him/her, he/she shall approve such corrections by signing the corrected card.

SECTION 28.0

FRACTION OF HOURS

- 28.01 In all computations of pay for hourly rates, fractions of hours in totals of time worked for any given week or pay period shall be reduced to tenth parts of hours only. Fractions of 3 minutes or less shall be dropped; if more than 3 minutes, they shall be deemed the next higher tenth of an hour.
- 28.02 All payroll checks shall show regular worked and overtime hours.

SECTION 29.0

NOTICE OF DISMISSAL

- 29.01 Except in cases of suspension or dismissal for cause, not less than five (5) days notice by letter shall be given by the District of intention of lay off or termination of employment and by the employee of intention to quit. The District shall pay three (3) days pay in lieu of notice.

SECTION 30.0

LOST PROPERTY

- 30.01 All lost property found by or given to employees will be turned in to the District not later than the following working day by depositing it at division headquarters, turning property over to a supervisor or to the relief bus driver for transmittal to division headquarters. When an employee is of the opinion that such property is valuable, he/she will report same to Central Dispatch. When an employee is instructed by Central Dispatch to report to his/her home division for the purpose of turning in lost property, or if Central Dispatch is not able to have a supervisor pick up the property before the employee is relieved, he/she may report to his/her home division and the employee shall in either such event be paid travel time to and from point of relief.
- 30.02 The District agrees to furnish any information to the employee finding lost property as to its final disposition, upon request from the employee.

SECTION 31.0
LECTURES, ETC.

- 31.01 Employees covered by this Agreement shall not be required to attend classes of instruction or report on any business required by the District on their own time. Any classes of instruction or lectures shall be attended by employees on a voluntary basis only on their own time. However, an employee may be required to undergo training, retraining and/or consultation.
- 31.02 When the District introduces equipment to an employee's assigned job function and it is necessary to train on that equipment, the employee will suffer no loss of pay for time spent in training.

SECTION 32.0
PAY FOR CLAIMS-INTERVIEWS-
TESTIMONY ON DAY OFF, ETC.

- 32.01 Employees required to be absent from regular duties to obtain information, give testimony or for any other purpose in connection with an accident, shall not suffer loss of time for this service.
- 32.02 Employees off duty who are required to report to the Risk and Insurance or Legal Department to give information, testimony or for any other purpose in connection with accidents will be allowed actual time consumed at the place of interview. In addition to the above, bus drivers will be allowed travel time in both directions from their home division or relief point with a minimum of 2 hours, less any allowed time, unless the employee is requested to report at the completion of his/her assignment.

- 32.03 For bus drivers, interviews at the home division or point of relief by the Risk and Insurance or Legal Department representative will be paid for actual time consumed.
- 32.04 If called for this purpose on day off and not already working, the employee shall receive time and one-half for actual time consumed with a minimum equal to 12 hours at straight time.

SECTION 33.0

COMMERCIAL DRIVER'S LICENSE

- 33.01 California Commercial Driver's License Requirements:
- (a) Employees in service for one (1) year or more who are required by the District to maintain a California Commercial Driver's License shall be reimbursed for the cost of a Renewal and/or extensions.
 - (b) Physical examination required by the State or the District shall be paid for by the District.
- 33.02 One (1) revocation of driver's license for a period in excess of six (6) months as a result of arrest and conviction of drunk or reckless driving shall result in dismissal. This provision does not apply when an employee is in violation of Paragraph 3.12 herein.
- 33.03 Notwithstanding the provisions of Paragraph 19.06 herein, during any absence as defined above, the employee will pay his/her own monthly premiums for dental, medical, prescription, vision and District-paid life insurance coverage.

SECTION 34.0
BULLETIN BOARDS

34.01 The District will provide and maintain two (2) glass-encased bulletin boards with lock and keys, one (1) for the Union and one (1) for the Credit Union, at each work location for the use of the Union and the Credit Union in posting notices of meetings or other business pertaining to the Union and the Credit Union. For the purpose of this Section “other business pertaining to the Union” is understood to exclude material pertaining to political matters or to any matter in dispute involving any other employer than the District or any other labor organization than the Union. The District agrees to furnish the Union office with a copy of all posted bulletins, and the Union agrees to furnish the District with a copy of all Union bulletins, excluding Credit Union bulletins, to be authenticated by the signature of the duly authorized representative of the Union. Keys are to be given to duly authorized Shop Stewards and Credit Union Officers.

PART II
TRANSPORTATION DEPARTMENT

SECTION 35.0

OPERATOR PROBATIONARY PERIOD

35.01 The first ninety- (90) working days of employment following the successful completion of the initial two weeks of training shall constitute an Operator’s probationary period.

35.02 All current Operators shall remain in the 30-month progression. Effective on or after the signing of this agreement newly hired bus operators shall have a forty-two (42) month progression period as follows:

- (a) First twelve (12) months of employment – Seventy percent (70%) of applicable rate.
- (b) Next six (6) months of employment – Seventy-five (75%) of applicable rate.
- (c) Next six (6) months of employment – Eighty percent (80%) of applicable rate.
- (d) Next twelve (12) months of employment – Eighty-five percent (85%) of applicable rate.
- (e) Next six (6) months of employment – Ninety percent (90%) of applicable rate.
- (f) Thereafter one hundred percent (100%).

SECTION 36.0

DIVISION OFFICE EMPLOYEES

36.01 Division office clerks, control room operators, dispatchers, mail messengers and S.F. ticket sellers shall hold their seniority in their respective classifications. All combination dispatcher–vault puller shifts shall be classified as dispatchers. Promotions to chief dispatcher shall be made by the District upon the basis of qualifications and seniority from the dispatcher list until such list is exhausted. Should a vacancy occur in a job classification (clerk, control room operator, dispatcher, mail messenger, S. F. ticket seller or vault puller), it shall be bid on the basis of qualifications and seniority by employees within that classification.

- 36.02 The chief dispatcher, or dispatcher acting in his/her behalf, shall have the responsibility of assigning the daily work detail as provided in Paragraphs 42.01 – 46.04, unless proper authority deems it necessary to make changes for good and sufficient cause; however, such change or changes shall in no manner violate the provisions of Paragraphs 42.01 – 46.04. Dispatchers who perform chief dispatcher duties for any reason for a full shift or shifts shall be paid the chief dispatcher's rate of pay for that shift or shifts.
- 36.03 All trainees for clerk, control room operator, dispatcher, mail messenger or S.F. ticket seller positions must be District bus drivers or Division Office Employees and will be broken in on such shifts as are deemed necessary. No bus driver, control room operator, dispatcher or S.F. ticket seller classifications shall be permitted to perform the duties of any two (2) classifications during any one (1) workday except to avoid cancellation of service or shift. When qualified, the employee may return to his/her duties as a bus driver and remain as a bus driver until he/she bids on and receives a vacancy on a shift as a clerk, control room operator, dispatcher, mail messenger or S.F. ticket seller. During such intervening period he/she may be assigned as a clerk, control room operator, dispatcher, mail messenger or S.F. ticket seller as required. Should a vacancy in the above classifications occur in his/her home division, and he/she refuses to sign on such vacancy, such refusal shall result in placing the employee at the bottom of the seniority list.
- (a) Any Division Office trainee who is assigned as a Division Office Employee or is filling vacancies in the division office for five (5) days in a regular workweek shall not perform any bus driver duties that week.

- (b) To obtain the clerk, control room operator, dispatcher, mail messenger or S.F. ticket seller trainee, the bids shall be posted for not less than three (3) consecutive days excluding Saturdays, Sundays and holidays at the division so affected, and if no bids are received it shall then be posted at all other divisions.
 - (c) Employees applying for clerk, control room operator, dispatcher, mail messenger or S.F. ticket seller trainee must meet the minimum qualifications as determined by the District and then will be invited to the training program by seniority.
- 36.04 Employees will be assigned for a period not to exceed forty-five (45) workdays to qualify. Provided, however, that such forty-five (45) workday period may be extended by mutual consent between the Union and the District.
- (a) Employees who do not qualify shall be returned to their prior position.
 - (b) The dispatch training program shall be upgraded during the first year of the agreement.
- 36.05 Notwithstanding the granting of the Union's request for a system sign-up, jobs shall thereafter be filled by bids without further sign-ups, except in the event of the closing of a division office or the opening of a new one.
- 36.06 It is understood that when a vacancy occurs, that said vacancy will be filled temporarily by the senior qualified employee available; that said employee will retain such position until bid for that position and bids for other positions left open by succeeding changes, if any, are completed. After completion of all bidding,

changes to new positions shall be made simultaneously.

- (a) Any known temporary vacancy of fourteen (14) days or more shall be posted for bid 72 hours and shall be filled by the senior qualified extra dispatcher bidding. Should there be no qualified extra dispatcher bidding, it shall be detailed in inverse order of seniority.
- (b) In the event of a dispatch shift vacancy of less than fourteen (14) days, the following procedures will be used on a daily basis to fill the vacant shift: Dispatchers desiring day off work must submit a day off request in writing to the Home Division Office Manager. Day off requests will be accepted on a weekly basis. All slips shall be turned in by 10:00 a.m. the day prior to the requested day. Day off assignments shall be made by the manager or his/her designee using the following procedures:
 1. The senior available regular dispatcher at the division where a vacant shift exists will be given first opportunity to work the vacant shift on his/her day off.
 2. The vacant shift will then be offered in seniority order to the next regular dispatcher available on day off, at the division where the vacancy exists, and so on down the list.
 3. In the event two or more shifts are vacant on the same day, the senior available regular dispatcher will be given his/her choice of vacant shifts.
 4. Any qualified extra dispatchers who are detailed to dispatcher shifts when a vacant shift occurs will be considered as regular dispatchers when offering day

off work by seniority.

5. If there are no volunteers at the “home” division of a vacant shift, the vacant shift can be offered to any regular dispatcher, system-wide, by seniority, who volunteers to work it. It is the responsibility of the dispatcher wanting to work at the foreign division to deliver (by fax, inter-office mail or in person) a day-off slip to the foreign division prior to 10:00 a.m. on the day before.

(c) During the absence of a Chief Dispatcher, the shift shall be filled by the Relief Chief Dispatcher at the division where the vacancy exists. Should this person be unavailable, the shift will be offered to the senior qualified regular dispatcher at the home division. In the event a Chief Dispatcher shift is temporarily open on Saturday or Sunday, the appointed Chief Dispatcher at the division where the vacancy exists shall have first choice in working the shift on his/her day off. The shift will then be offered system-wide to other appointed Chief Dispatchers in seniority order.

(d) The resulting vacant regular dispatch shift shall be filled in accordance with Section 36.06 (b).

(e) Any dispatcher assigned to work the Chief Dispatcher’s shift on a TFN basis (5 days or more) will assume the full rights and privileges of the appointed Chief Dispatcher in respect to working the shift on day off.

36.07 In the event of reduction in office employees in any division, said reductions will be first by volunteers, and in the event of no volunteers, such reduction shall be by inverse seniority within the respective classification of the employee. Forfeiture of office seniority shall result from voluntary withdrawal.

36.08 Office Sign-up: Any change of shift of 45 minutes or more shall call for a division office sign-up, if requested by any office employee of the division so affected. All shifts shall be straight shifts.

36.09 A semi-annual system sign-up will be held for chief dispatchers, dispatchers division clerks, and S.F. ticket sellers. The date for the sign-up will be mutually agreed upon by the Union and the District.

36.10 Division office employees may develop and propose alternative working hours in accordance with Section 6.0 of this agreement.

36.11 The District shall post a minimum of two (2) vacation slots per week per division.

36.12 The District agrees to present claims for shortages personally within ten (10) General Office working days from the date of such shortage, except in the event of theft. The shortages will not be presented after ten (10) General Office working days. Upon request, detailed information as to the shortage (dispatcher and ticket sellers) will be furnished at the General Office. If the shortage is an error on the part of the District, the employee shall be reimbursed for his/her time in locating the error.

36.13 BASIC WAGE RATES

DIVISION OFFICE EMPLOYEES

EFFECTIVE

CLASSIFICATION	7-01-00	7-01-01	7-01-02	3-30-03
Chief Dispatcher	\$22.62	\$23.48	\$24.37	\$26.08

*7/1/00 Ch. Dispatcher rate formula =

Driver wage x 11.4%+5%= Chief Dispatcher

Dispatcher	\$21.73	\$22.56	\$23.42	\$25.06
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*7/1/00 Dispatcher rate formula =

Driver wage x 7%+5%=Dispatcher

*The classification of “Dispatcher Trainee” has been eliminated and future trainees shall receive run pay during training.

CLASSIFICATION	7/01/00	7/01/01	7/01/02	3/30/03
S. F. Ticket Seller	\$19.07	\$19.79	\$20.54	\$21.98

CLASSIFICATION	7/01/00	7/01/01	7/01/02	3/30/03
Chief SF Ticket Seller	\$19.78	\$20.53	\$21.31	\$22.80
Timekeeper 1st Six months	\$18.42	\$19.12	\$19.85	\$21.24
Timekeeper - Thereafter	\$18.88	\$19.60	\$20.34	\$21.76
Lead Timekeeper	\$20.71	\$21.50	\$22.32	\$23.88
Division Clerk 1st six months	\$16.66	\$17.29	\$17.95	\$19.21
Division Clerk Thereafter	\$17.96	\$18.64	\$19.35	\$20.70
Mail Messenger	\$18.27	\$18.96	\$19.68	\$21.06
Control Room Opr (Dial-A-Ride) 1st six months	\$19.21	\$19.94	\$20.70	\$22.15
Control Room Opr (Dial-A-Ride) thereafter	\$20.12	\$20.88	\$21.67	\$23.19

36.14 Five percent (5%) shift differential shall be paid for work performed between the hours of 3:30 p.m. and

11:30 p.m. (mid-shift). Ten percent (10%) shall be paid for work performed between the hours of 11:30 p.m. and 7:30 a.m. (late shift). Shift differential pay shall be paid to those who work one-half or more of their shift within the described hours. Where a shift is worked one-half in the mid-shift and one-half in the late shift, the higher differential shall apply.

(a) Notwithstanding the hours set forth above, the parties intend that the differentials shall be paid for the mid-shift and the late-shift. Should a division (for any reason) choose to change the specific hours of a shift to which the differential applies, such change shall have no adverse effect on employees who work those shifts or half of those shifts.

SECTION 37.0

DELETED – Section reserved for future use.

SECTION 38.0

UNIFORMS

38.01 Wherever employees are required by the District to wear uniforms, the District shall make arrangements to supply uniforms at cost. In the event that there is a change in uniform requirements, the uniform presently worn by an employee may continue to be worn as long as it is serviceable.

- (a) Regulation white blouses, skirts, culottes and boots are optional.
- (b) Casual uniforms may be worn in lieu of the regular uniform.

(c) The blue "baseball" type union jacket with the ATU logo is authorized. District identification must be visible.

38.02 Each new employee shall furnish his/her original uniform. Upon successful completion of the probationary period, Bus Drivers will receive a full uniform allowance as set forth below. Bus drivers will be provided on a replacement basis each year five (5) pair of uniform trousers, and five (5) uniform shirts

38.03 This replacement shall be limited to not more than once each year. Uniform vouchers will be issued on employee's hire date.

38.04 One (1) winter coat will be provided every other year.

38.05 Operators may use uniform vouchers to purchase any authorized uniform item.

38.06 The District will furnish dispatchers with two (2) pairs of uniform trousers, four (4) uniform shirts, and a sweater. Replacement shall be limited to not more than once each contract year.

SECTION 39.0

SENIORITY

39.01 Contingent upon competency and qualifications where applicable, seniority shall prevail in selections of shifts, runs, days off and vacation. Reduction in force shall be according to inverse seniority.

SECTION 40.0

SYSTEM SENIORITY SIGN-UPS

- 40.01 A system sign-up embracing bus drivers shall be held once each year, at which time said employees will select their division for the following year.
- 40.02 The annual effective date of the system sign-up shall be based on the beginning of the school year, unless both the Union and the District agree to another date.
- 40.03 All system sign-ups are to be held at Division 4 or any other location mutually agreed upon. In the event of the opening or closing of a division, the District shall hold a system sign-up.
- 40.04 In the event of a new division or because of a new Dial-a-Ride, the District shall hold a system sign-up.
- 40.05 The District will furnish the necessary facilities, equipment and clerks for the sign-up. The Union will furnish and pay for the necessary number of Union representatives. All other costs will be covered by the District. The District shall designate one (1) representative and the Union shall designate one (1) representative. Each representative shall be the sole spokesperson of the group for whom he/she is designated to act. Each party shall advise the other at least 24 hours before the sign-up as to the identity of its representative.
- 40.06 The synopses and the schedules of all divisions will be posted at Division 4 five (5) days in advance of the sign-up. Posted synopses of all lines will be made available at each division and will be updated.
- 40.07 System sign-ups shall start on a Saturday; hours shall be as follows:

- (a) Saturday and Sunday – 8:00 a.m. – 5:00 p.m.
 - (b) Monday through completion – 9:00 a.m. – 2:15 p.m.
- 40.08 A blended system seniority list shall be posted at each division, showing the date and time that each bus driver must report to choose his/her run and division. The list shall be posted at least five (5) days in advance. Also, one copy of such list shall be forwarded to the Union.
- 40.09 It shall be the responsibility of each bus driver to be present at the designated time and place. If working at the time and desiring relief, it shall be his/her responsibility to request such a relief from his/her division superintendent, in writing, in duplicate, not less than 48 hours in advance. Such request shall show the bus driver's name, badge number, date and the time he/she is to be present to choose his/her run and the time desiring relief and the location (nearest point to Division 4).
- 40.10 In the event a bus driver has requested a relief, and the relief is not made at the specified time and place, he/she will call Central Dispatch immediately for instructions.
- 40.11 Bus drivers who have to be relieved in connection with sign-ups will be allowed compensation as follows:
- (a) System Sign-up – All time during which he/she is necessarily required to be off his/her run, up to a maximum of 150 minutes.
 - (b) Division Sign-ups – Travel time from and to point of relief plus 20 minutes for signing up, the total of such time not to exceed 120 minutes.
- 40.12 Any bus driver who cannot be present because of

working or other causes may leave his/her choices, in writing, with the Union representative at least 1 hour in advance of the designated time to sign. In the event the choices are not available or the bus driver fails to appear at the designated time, the Union representative will select the run and division and such selection shall be final.

40.13 On Saturday (8:00 a.m. – 5:00 p.m.) and Sunday (8:00 a.m. – 12:30 p.m.), the groups shall consist of twenty (20) bus drivers each 15 minutes; on Sunday from 12:30 p.m. until completion of the sign-up the groups shall consist of fifteen (15) bus drivers each 15 minutes.

40.14 No one will be permitted to pass his/her turn to bid; all bus drivers must choose a run or place on the Extra Board and a division at the time their name is called. All regular runs and places on the Extra Board will be open for bid and signed up on a seniority basis.

40.15 (a) Any bus driver who has been away from work for 180 consecutive days due to sickness, industrial injury, or industrial illness, shall be assigned to the Inactive Division.

(b) Bus drivers assigned to the Inactive Division shall not be eligible to participate in sign-ups; provided, however, that if any such bus driver provides medical proof that he/she shall be able to return to work prior to the effective date of the next sign-up, he/she shall participate in that sign-up.

(c) Any bus driver in the Inactive Division who has not participated in the then-current sign-up shall, upon returning to work, be placed on the Extra Board in the last division to which he/she was assigned and

shall be assigned two (2) pieces of work from the extra board (with Saturdays and Sundays off) as his/her assignment for the remainder of that sign-up.

(d) Any Bus Driver who has been assigned to the Inactive Division may, at his/her option, change his/her home division only at a System sign-up.

40.16 When a bus driver chooses a run and division, he/she will exercise his/her seniority at that division from a division seniority list until the next system sign-up.

(a) All bus driver seniority lists shall be posted in each division where they are visible to all bus drivers and kept up to date.

40.17 Personnel who transfer from one type of work or line to another of their own volition will be required to train/qualify themselves for that type of work or line on their own time. When such transfer is made as a result of change in operation or at the request of the District, the employee will be trained/qualified and compensated at his/her regular rate of pay at straight time for the learning period.

40.18 The District will determine the number of Extra Board bus drivers to be allotted to each of the divisions and may transfer such Extra Board bus drivers from one division to another as necessity arises on a seniority basis. Extra Board bus drivers that are transferred to another division will return to sign at their last system-signed division at the next division sign-up. In the event of the necessity of transfer of bus drivers from one division to another within a system sign-up period, the bus drivers to be transferred

shall be determined in the following manner:

- (a) First, solicitation of volunteers from the Extra Board and should there not be a sufficient number of volunteers, then transfers from the Extra Board shall be made in inverse order of seniority of bus drivers on the Extra Board.

40.19 Division sign-ups may commence on Saturday at 8:00 a.m. through 12:00 noon and continue Sunday at 8:00 a.m. until completion and shall be handled in the following manner:

- (a) Divisions 2, 4 and 6 – Twenty (20) bus drivers each fifteen-minute period for the first 3 hours; thereafter, fifteen (15) bus drivers each 15 minutes for the balance of the sign-up.
- (b) Division 3 – Twenty (20) bus drivers each fifteen-minute period for the first hour; fifteen (15) bus drivers each fifteen-minute period for the balance of the sign-up.

40.20 Division sign-ups shall be held as follows:

- (a) In May – effective in June, based on the closing of the school year.
- (b) In November – effective the first Sunday in December.
- (c) In February – effective the first Sunday in March.

40.21 If a new division is opened, the workforce that the new division will need shall dictate sign-ups, in accordance with the guidelines above.

SECTION 41.0

LINE SIGN-UPS

41.01 Any time there is a change in a run or a line of more than 10 minutes difference that adversely affects a bus driver, that bus driver may request a line sign-up within fifteen (15) calendar days of said change. The District shall hold the line sign-up within fifteen (15) calendar days of the request. A bus driver may not request a line sign-up for changes necessitated by Sundays, holidays or special events.

(a) If no protest is made by the bus driver affected, a line sign-up will not be required.

41.02 If a run is abolished between division sign-ups, the bus driver so affected shall be detailed to work a group of trippers selected from the extra list. In such event, the bus driver so affected will continue to receive at a minimum, pay for his/her original signed-on run until a new division sign-up becomes effective.

41.03 Line sign-ups shall be handled in the same general manner as division sign-ups with the following exceptions:

(a) Schedules and synopses shall be forwarded to the Union and posted at the division three (3) days in advance.

(b) All runs assigned to the line in question and all runs working multiple line assignments on said line which have any change greater than 3 minutes in platform time shall be included in the line selection of runs.

(c) In any event no run that is affected and is not in-

cluded in line selection pay less than the original pay time for the duration of the sign-up.

(d) Line sign-ups may be held on any day of the week.

41.04 Notwithstanding the above provisions for a line sign-up of runs, it shall be permissible to inaugurate a line selection of runs in less than the above prescribed time limitations if it is possible to contact bus drivers in order of seniority and obtain run selections, of those runs available, to which he/she is entitled by seniority.

SECTION 42.0

EXTRA BOARD

42.01 The Extra Board shall consist of a day and night list. The names of all Extra Board bus drivers who work same shall have their names in alphabetical order permanently and the work shall rotate around all a.m. point positions. Extra work shall be so rotated that no Extra Board bus driver will lose his/her position on the list regardless of whether he/she obtains work when serving point. In detailing bus drivers for work on the first day of a new sign-up, point positions shall be at the top of the alphabetical list. From that day forth, until the sign-up period is ended, these "point positions" shall be the focal point in starting each day's Extra Board assignments. The first point position on the day Extra Board will follow the last point position assigned on the day before and move a minimum of five (5) places per day on a Monday through Friday basis.

(a) A bus driver on point may, at his/her option, turn down a run that exceeds thirteen (13) hours spread time. If the driver turns down a run which is over

thirteen hours spread, the run will be offered to each point person in order. A point person must accept the run if it is within his/her thirteen hour (13) spread. The last person on point must accept the run. If the run exceeds thirteen hours spread for the last available point person, he/she may elect to be relieved within the 13 hours. Such relief must be made within (13) thirteen hours of such assignment.

42.02 All work on the Extra Board shall be filled first by the Extra Board bus drivers and then bus drivers working their day off shall be assigned only work not filled by the Extra Board bus drivers. Monday's detail will start the rotation from the previous Friday's list. Weekday nights, Saturday and Sunday Extra Boards shall move one place per day. The work will be assigned to the first Extra Board bus driver marked up and so on down the list in the following order:

- (a) Point Time
- (b) Straight Charters (7 hours or more)
- (c) Regular Runs
- (d) Trippers (Charters under 7 hours)

42.03 All of the above to be in in-time sequence except for charters.

42.04 In any division with a day and night extra list, extra work shall be rotated in accordance with this Section.

42.05 Notwithstanding the above provisions for Extra Board assignments, new bus drivers may be detailed to work a group of trippers selected from the Extra Board list for a specific period not to exceed thirty (30) days after completing the initial training period. The detailed

group of trippers shall be changed from week to week during the thirty-day period to give experience on several routes. Whenever the District wants to assign a group of trippers to new bus drivers for a period not to exceed thirty (30) calendar days, those assignments shall be shown separately on the detail sheet.

42.06 Should it become necessary for a division (due to their work load) to need Saturday and Sunday or Sunday and Monday as days off, those days off will be offered to the top seniority bus drivers on the Extra Board who have weekdays off so that they may be given the opportunity to take them if they so desire.

42.07 Should it become necessary for a division (due to their work load) to need weekdays as days off, those days off will be offered to the top seniority bus drivers on the Extra Board who have weekends off. If the required positions are still not filled, those days off will be assigned to bus drivers on the Extra Board in inverse order of seniority. Selection will begin with the first bus driver at the bottom of the Extra Board list with weekends off.

(a) DEFINITION OF WEEKENDS

Friday and Saturday

Saturday and Sunday

Sunday and Monday

42.08 All point positions during any point assignment shall be separated by time to indicate rotation of work assignments.

- 42.09 Consistent with the requirements of the service and to the extent practicable, the District will endeavor to post the detail sheet by 1:30 p.m. of the day prior to the assignment, in the event that it is known by those preparing the posting that such trippers and runs are open at that time. When an owl assignment is vacant prior to the day of the assignment, it is to be worked by a day-off person if any (in order not to violate the state law that a bus driver has to be off 8 hours). If the District does not use the day-off person and the owl is on the Extra Board for the second day, it shall be rotated to another Extra Board bus driver that has 8 hours off. If there is no Extra Board bus driver with 8 hours off, the first bus driver may be assigned the owl assignment again.
- 42.10 Extra Board bus drivers shall show preference as to the day or night list according to their seniority and days off, consistent with the requirements of the service and to the extent practicable to do so. A day Extra Board bus driver working on one of his/her regular assigned workdays after 8:30 p.m. shall receive payment at time and one-half for work performed after 8:30 p.m.
- 42.11 Day Extra Board operators shall not be scheduled to start work later than 12:00 noon. Night Extra Board operators shall not be scheduled to start work earlier than 12:00 noon. The only exception shall be to avoid cancellation in service. A Night Extra Board bus driver working one of his/her regularly assigned work days, shall receive payment of time and one half for all work performed before 12:00noon. All work that is out after 8:00 p.m. is designated as night work.
- 42.12 Point operators should not be used to cover service in

foreign divisions except to prevent cancellation of service. When deciding which point person to send to another division, dispatchers will first ask for volunteers in seniority order. If there are no volunteers, the lowest seniority point person will be sent to the foreign division. Such assignment will not affect the rotation of the board on the following day. Operators shall be guaranteed a ride back from the foreign division.

- (a) Extra Board bus drivers who are sent to a foreign division, will be paid an additional one hour pay at straight time, plus travel time to and from the foreign division.

SECTION 43.0

SHOP STEWARDS – BIDDING RIGHTS

- 43.01 Each bus driver Shop Steward will be assigned a group of trippers by the District from the list of open frags on the Extra Board, (two (2) pieces of work, one (1) in the a.m. and one (1) in the p.m.), that he/she shall work for the duration of each sign-up. Neither of these pieces of work shall exceed 2 hours of platform time or 12 hours and 15 minutes spread time. This will allow these Shop Stewards to be available during the day to handle grievances and other employee related problems that may arise during the course of the day.
- 43.02 Bus driver Shop Stewards shall have Saturday and Sunday as their regular scheduled days off.
- 43.03 No bus driver Shop Steward shall suffer any loss of wages as a result of his/her position.
- 43.04 As divisions are remodeled, the District shall provide an office in each division for the exclusive use of the Union.
- 43.05 This Section shall apply to only four (4) bus driver

Shop Stewards, one (1) in each division.

SECTION 44.0

CHARTER SERVICE

- 44.01 In the event that the District resumes charter service at any time in the future, the parties will meet to negotiate the terms of providing such service.

SECTION 45.0

OVERNIGHT CHARTER EXPENSE

- 45.01 In the event that the District resumes charter service at any time in the future, the parties will meet to negotiate the terms of providing such service.

SECTION 46.0

FILLING VACANCIES

- 46.01 The word "vacancy" is defined to mean a run or shift vacated through sickness, Industrial Injury, leave of absence, suspension, dismissal from service, vacations or assignment to any other line of duty by the District.
- 46.02 Any known vacancy of fourteen (14) or more days shall be posted for bid 72 hours and shall be filled by the senior Extra Board bus driver bidding. After the completion of the bidding, the run shall become effective the first following Sunday. Should there be no Extra Board bus driver bidding, it shall be detailed in inverse order of seniority for the duration of the vacancy.
- 46.03 All vacancies of less than fourteen (14) days shall be worked from a rotating board except owl runs.

- 46.04 When it is known that any owl run will be temporarily open for a period of five (5) or more days, such owl run shall be posted for bid immediately to the Extra Board on a seniority basis for three (3) days, to go into effect the fourth day. Should there be no Extra Board bus driver bidding, it shall be detailed in inverse order of seniority, and the bus driver getting the detail shall hold same for the duration of the vacancy.

SECTION 47.0

RUNS

- 47.01 Bus drivers who work regular scheduled runs shall not be required to run extra trips or do extra work except in case of emergency where special events, blockades, fires or acts of God require extra service. When equipment is on the road and relief fails to show, relief will be made as soon as possible and must be made within 3 hours after the District is notified.
- 47.02 Not less than sixty percent (60%) of all regular runs in each division shall be straight runs. Seventy-five percent (75%) of all regular runs in each division shall be completed within 10 hours and 30 minutes.
- (a) The definition of regular runs are to include only straight and split runs.
- 47.03 No run shall exceed 12 hours.
- 47.04 The above percentages are to be based on weekday schedules (Monday through Friday). Ninety percent (90%) of all runs in each division shall be straight on Saturday and Sunday.
- 47.05 Fragmentary Runs:
- (a) Not more than eighty percent (80%) of total frags in each division may be made into fragmentary runs

and may be signed on voluntarily, on a seniority basis, at the division or system sign-ups. The present number of regular runs shall not be reduced in any division unless service is curtailed or lines transferred to another division.

(b) All regular run provisions shall apply except that no special frag runs shall exceed 13 hours elapsed time.

47.06 No reliefs will be made before 7:00 a.m. or after 8:00 p.m. On lines of 10 runs or less, a minimum of 3 runs shall be straight. On lines of 11–20 runs, a minimum of 4 runs shall be straight. On lines of 21 runs or more, a minimum of 6 runs shall be straight.

(a) To the greatest extent practicable, runs will be designated as the line on which the majority of the work is done.

47.07 Run Exchange. The purpose of the Run Exchange program is to give bus drivers flexibility in their work week to take care of personal needs by allowing them to request a run exchange without having to request excused time off or a casual vacation day. It is understood that a run exchange is optional with operators to supplement time off, not supplant it, e.g., an operator may decide not to exchange runs and may request excused time off which may or may not be granted depending on the needs of the District.

Procedure: The operator wishing to exchange a run is responsible for finding the exchange and making certain it is approved. Each operator must know the run he/she is exchanging and must have had eight hours rest between exchanged runs. Section 65.01 - "Voluntary Exchange" applies and there will be no pay for short rest. Pay follows the run.

1. The operator wishing to exchange runs will find another operator with whom to exchange.

- a. The trade must be for a full day.
 - b. The operators trading runs must be at the same division.
 - c. No exchanging days off.
2. The operator initiating the exchange must complete the Request to Exchange Runs and turn it into the authorized Superintendent or designee no later than 11:00 am on the day prior to the day of the exchange.
 3. The request will be reviewed by the Superintendent or designee who will approve or deny the request. Each operator wishing to exchange runs must check to see whether the run exchange is approved. It is the responsibility of each operator to show up on time for his/her run. Failure to do so will be a miss subject to the provisions of Section 6.0 of the Collective Bargaining Agreement.

SECTION 48.0

SPOT TIME

48.01 **On all runs consuming less than 30 minutes running time one-way, the District agrees to allow no less than a five-minute spot on at least one (1) trip during a two-hour working period.

** See MOU at the end of this agreement

48.02 On all runs consuming over 30 minutes running time one-way, 6 minutes shall be allowed at the completion of each one way trip.

(a) On all runs consuming over 30 minutes one-way, a minimum of 12 minutes shall be allowed at the completion of each one-way trip.

(b) The District shall implement this section starting

with the March, June and September 2001, sign-ups.

- 48.03 Sufficient running time will be allowed and not taken from the bus driver's layover, but since spot or layover time is both for the convenience of the bus driver and the District to insure on-time operation of the service, it is intended that bus drivers should start each trip at the time scheduled. Consideration will be given to a special case requiring additional time, but it is further agreed that an occasional short layover of less than 4 minutes will be permitted in case of equipment which has just left division headquarters, or if necessary when changing headways, making necessary turnbacks or operating changes.

SECTION 49.0

SANITARY FACILITIES TO BE FURNISHED BY THE DISTRICT

- 49.01 Suitable sanitary facilities shall be provided and an opportunity afforded for use of same. These facilities shall be kept in a clean and sanitary condition by the District. Bulletins shall be posted by the District giving the locations of such facilities. Notice of any change of facilities shall be made promptly, and the Union will be notified before such change is made.
- 49.02 Based on research jointly reviewed during the 1997 negotiations, the parties recognize that Operators' health well-being, and stress levels would be positively impacted through improving consistent availability of clean restrooms. The parties acknowledge increasing the availability of clean sanitary facilities will improve the working environment for operators. Therefore, no later than December 1, 1997, the District and the Union will jointly develop a plan for specific locations,

cleaning schedules and an implementation budget for all designated facilities. Paddles will show the location of the restrooms at the ends of each line. The District will implement the jointly developed restroom plan no later than January 1, 1998.

- 49.03 The Union reserves the right to address the issue of "opportunity afforded for use of same", during the term of this agreement.

SECTION 50.0

GILLIE ROOMS

- 50.01 Gillie rooms shall be provided and furnished with sufficient lockers, tables, benches or chairs, and suitable facilities shall be provided for making out accident reports.

SECTION 51.0

TIMETABLES

- 51.01 All proposed new time tables and synopses shall be furnished to the Union at the office not less than two (2) days before sign-ups are posted, except in cases of system sign-ups which shall be furnished to the Union not less than five (5) days before the sign-up is posted.

SECTION 52.0

REQUEST FOR CONFERENCE

- 52.01 The employer will make every effort to minimize the use of Request for Conference notices. Responses to requests to contact a superintendent will be made as soon as possible, but in any event the employee must report within five (5) working days of notice. If an

employee cannot make it within the five-day period, he/she must call the superintendent before the five-day period expires and explain why he/she cannot report.

- 52.02 If an employee is specifically directed to appear for a conference, he/she shall be compensated for time spent in the conference. The intent of this provision is to compensate an employee only for which time he/she is not already being compensated.

SECTION 53.0

REPORT TIME

- 53.01 Ten minutes at straight time shall be allowed to bus drivers required to report before their run or assignment begins. Report time shall not be considered in computing premium or penalty payments based on elapsed time.

SECTION 54.0

TRAVEL TIME

- 54.01 Bus drivers reporting for duty or checking in at the home terminal or at some other place differing from the relief point by reasons of the District's requirement to do so, shall receive an allowance of pay at straight time therefor. Such allowances shall be computed on the scheduled running time of the service then available.
- 54.02 The foregoing refers to the beginning and end of regular scheduled runs whether straight or split. In the case of unpaid breaks in split runs where the second part of the run picks up at a point different from where the first part leaves off, travel time shall be allowed.
- 54.03 Pittsburg–Antioch Area Only:

- (a) Bus drivers who are required either to take a bus from Division 3 out to the Pittsburg–Antioch area and then get relieved out there, or who are required to make a relief in the Pittsburg–Antioch area and then bring the bus back to Division 3, will get paid 59 minutes travel time one-way only. This provision will continue in effect until such time as the District has a second division in Contra Costa County, at which time this provision will be null and void.

SECTION 55.0

DEADHEAD TIME

- 55.01 Where a bus driver assigned to a run is required to lay over at a foreign division and the bus driver picks up the run at the same foreign division, he/she shall receive deadhead time back to his/her home division. Deadhead time as defined in this Section is limited to one-way.

SECTION 56.0

TURN-IN TIME

- 56.01 Five minutes will be allowed once each day for putting equipment away at the home division.
- 56.02 Bus drivers shall be allowed 5 minutes for putting equipment away at any point other than at their home division.

SECTION 57.0

ACCIDENT REPORT

- 57.01 One-half hour's pay at straight-time rate shall be paid for filling out each accident report form when required. When it is necessary for an employee to report

to his/her division to fill out an accident report form, he/she shall be paid travel time from the point of relief.

SECTION 58.0

PASSENGER COUNT PAY

58.01 Bus drivers required while on any run to take written passenger counts, except for toll purposes on trans-bay operations, shall receive additional compensation as follows:

- (a) Bus drivers taking written counts in the first 4 hours on a shift shall receive \$3.00 in addition to their regular rate of pay.
- (b) Bus drivers taking written counts in the second 4 hours on a shift shall receive \$3.00 in addition to their regular rate of pay.
- (c) Bus drivers on trippers in the a.m. shall be compensated at the rate of \$3.00 additional. Bus drivers on trippers in the p.m. shall be compensated at the rate of \$3.00 additional.
- (d) Maximum pay for any run or group of trippers shall be \$6.00 in addition to their regular rate of pay.

SECTION 59.0

MINIMUM WAGE GUARANTEE

59.01 Each regular employee assigned to a regular run or shift shall be guaranteed weekly pay for the regular scheduled number of hours on his/her run or shift, provided he/she is available and worked as assigned. All regular runs shall be scheduled as near to 8 hours in each day as practicable.

- 59.02 No regular run or shift shall pay less than 8 hours exclusive of report time, but including turn-in and travel time. Report, turn-in and travel time shall be paid only at the straight-time rate.
- 59.03 All Extra Board bus drivers shall be guaranteed a minimum of 8 hours per day, five (5) days per week, payable at regular pay periods, provided they were available and worked as assigned. For purposes of this Section, "Guaranteed Hours" shall mean pay time excluding therefrom any pay time for overtime premium, elapsed and short rest penalty which shall be paid in addition thereto.
- 59.04 Upon completion of work of the third frag, such completion shall establish the bus driver's eight-hour daily guarantee. Platform time worked on the fourth or more frags shall be computed as premium time and travel time, if any, and shall be paid at the straight-time rate of pay.
- 59.05 Refusal by any Extra Board bus driver to accept an assignment with a spread exceeding thirteen (13) hours shall not affect his/her guarantee.
- 59.06 All time served on point by a bus driver shall be computed as time worked and all penalties shall apply.
- 59.07 A minimum of 2 work hours at straight time shall be paid to bus drivers for each report for assignment unless assigned to a run or pay point before a two-hour period has expired from such report, in which case they shall be paid at straight time for the actual time elapsing between such report and assignment. The overtime premium shall not apply, but all other premiums shall apply. Upon report, each bus driver shall be on point unless otherwise assigned.

59.08 EXAMPLES:

- (a) Report at 6:00 a.m. and assigned a run to go out at 7:30 a.m. Gets 1 1/2 work hours at straight time (does not apply toward overtime), but is computed for elapsed time.
- (b) Report at 6:00 a.m., stays on point until 7:30 a.m. and then goes out on a run. Gets 1 1/2 hours work time and applies toward all penalties.
- (c) Report at 6:00 a.m., stays on point until 7:00 a.m. and assigned to a run out at 7:30 a.m. Gets 1 hour work time and one-half hour at straight time only.
- (d) Report at 6:00 a.m., on point until 7:00 a.m. and assigned a run out at 9:00 a.m. Gets 1 hour work time, 1 work hour at straight time only, and on his/her own for the last hour.

SECTION 60.0

OVERTIME

- 60.01 Time and one-half shall be paid for all work in excess of 8 hours per day, exclusive of report, turn-in and travel time.
- 60.02 Bus drivers who have a Failure to Report during their five (5) day workweek and who work on their day(s) off shall be paid straight time for all hours worked on their day(s) off, except those hours worked in excess of 40 hours for the week which shall be paid for at the rate of time and one-half.

SECTION 61.0
ADDITIONAL WORK

61.01 Time and one-half shall be paid for actual time worked by any platform employee in excess of regular scheduled run or shift (with a minimum equal to 3 hours at straight time for trippers worked before or after a regular scheduled run or shift). When an employee fails to get relieved as per schedule, and allowed time is used to make up 8 hours time, an addition of one-half time shall be added to the run for such allowed time.

SECTION 62.0
BREAKS IN SPLIT RUNS

62.01 Breaks of 60 minutes or less and any breaks except one (1) of more than 60 minutes in split runs shall be deemed worked and paid for as such.

SECTION 63.0
DAY-OFF WORK

63.01 Time and one-half shall be paid for actual time worked by an employee called to work on his/her day off, except as provided in Paragraph 60.02, with a minimum equal to 12 hours at straight time for the run and pay for tripper to be as specified in Paragraph 61.01.

SECTION 64.0
DAYS OFF

64.01 All Transportation Department employees shall be entitled to two (2) consecutive days off in seven (7).

All things being equal, day-off work will be distributed as equally as possible.

SECTION 65.0

INFRACTION OF REST PERIOD

65.01 When the rest period between the time of terminating one (1) day's assignment (or in the case of division of-office employees, completion of a shift) and reporting for another day's assignment is less than 10 hours (unless resulting from a voluntary change of runs or shifts), additional pay for each hour below 10 hours shall apply as follows:

- (a) For the first hour below 10 hours, an additional 30 minutes will be paid.
- (b) For the second hour below 10 hours, an additional 1 hour will be paid for a total of 1 hour and 30 minutes.
- (c) This provision applies when moving from division of-office assignments back to driving assignments and vice versa.

65.02 For the purpose of this Section, runs starting at 12:01 a.m. or later shall be regarded as the succeeding day's work. Paid breaks in split runs shall be regarded as a continuation of a day's work. Breaks must be 61 minutes or more before the infraction of rest period penalty applies.

SECTION 66.0

ELAPSED TIME

66.01 Extra Board/Extra Work:

- (a) If elapsed time consumed exceeds any ten-hour period but not exceeding 11 hours, an additional pay of one-half shall be added for the period between 10 and 11 hours only, unless resulting from voluntary change of runs or shifts.
- (b) If elapsed time consumed exceeds any eleven-hour period, the present one-time pay shall continue for any excess of 11 hours, unless resulting from voluntary change of runs or shifts.
- (c) For the purposes of Paragraph 66.01, time worked shall include working on point but shall exclude report, travel and turn-in time.

66.02 Frag Run:

- (a) If elapsed time in any voluntarily signed-on frag run consumed in excess of a day's work exceeds any ten-hour period, an additional pay of one-half time shall be added in excess of a day's work for any excess, unless resulting from voluntary change of runs or shifts.
- (b) If elapsed time in any voluntarily signed-on frag run consumed in excess of a day's work exceeds any twelve-hour and fifteen minute period an additional pay of one time (for a total of double-time) shall be added in excess of a day's work for any excess, unless resulting from voluntary change of runs or shifts.

66.03 Regular Run:

- (a) If elapsed time in any signed-on regular run or shift consumed in excess of a day's work exceeds any ten-hour period, an additional pay of one-half time

shall be added in excess of a day's work for any excess, unless resulting from voluntary change of runs or shifts.

SECTION 67.0

PEAK HOUR BUS DRIVER

All Full Time Workforce: Effective with the June 2000, sign-up, all bus drivers shall be full time bus drivers. The parties understand that some current part time drivers wish to remain part time. As a result, those employees will be allowed to remain part time. Their new title will be "Peak Hour Operators".

Upon ratification of this agreement, all part time operators will be asked to opt for either full time or part time work. Once a driver opts to remain part time, he/she relinquishes his/her seniority to go full time. Bus driver vacancies will be considered full time vacancies and will be filled first by existing part time operators by seniority then by new employees. Part time drivers who elect to remain Peak Hour drivers and who later decide to enter the full time driver ranks must compete with outside applicants for future driver openings. Peak Hour drivers shall become part of the Pension Plan.

As peak operators attrit from the unit, those positions will not be filled, and the remaining work will be included on the full time driver sign-up immediately following the attrition of the part time operator.

- 67.01 Wage rates for peak hour bus drivers shall be the same as those applicable to full time bus drivers.
- 67.02 For purposes of time computation and longevity, the following formula will apply:

- (a) 1040 work hours equals six (6) months.
- (b) 2080 work hours equals one (1) year.

67.03 When scheduled to work, peak hour bus drivers shall be guaranteed a minimum of 2 hours per day at straight time.

67.04 Peak hour bus drivers will be limited to a maximum of 30 platform hours per week and 6 platform hours maximum per day.

67.05 One hundred 100% percent of peak hour assignments shall be a single straight piece of work.

67.06 Peak Hour bus drivers will not be scheduled to work on Saturdays, Sundays or holidays, except that when the service which constitutes their regular assignment continues to operate on the holiday, they shall work that holiday.

67.07 Benefits:

(a) Peak Hour operators shall be covered by Sections 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, 9.0, 10.0, 11.0, 12.0, 15.0, 16.0, 22.0, 23.0, 24.0, 25.0, 26.0, 27.0, 28.0, 29.0, 30.0, 31.0, 32.0, 33.0, 34.0, of Part I, and Section 35.0, 36.0, 37.0, 38.0, 39.0, 41.0, 43.0, 48.0, 49.0, 50.0, 51.0, 52.0, 53.0, 54.0, 55.0, 56.0, 57.0, 58.0, 65.0, 68.0 of Part II.

(b) The District shall pay 100% of the least expensive medical premium available to District employees for each Peak Hour operator with 6 months or more seniority. The Part time operator may opt to pay for dependent coverage with pre-tax dollars. The employee may also opt to choose a more costly medical plan but must pay the difference between that plan

and the least expensive plan with pre-tax dollars. The benefit level shall be the same as is offered to all other employees. In addition, Peak Hour bus drivers with eighteen (18) months or more seniority with the District may elect to participate in one of the District's H.M.O. medical plans for himself/herself and eligible dependents. The District will pay one-half the premium paid for full-time employees, and the part-time bus driver will pay the remainder with pre-tax dollars by payroll deduction.

(c) Peak Hour Operators shall accrue sick leave at the rate of one day per quarter under the criteria set forth in Section 13.0. Sick leave accrual shall not be affected by conversion to full time status.

(d) Peak Hour bus drivers with eighteen (18) months or more seniority with the District will receive holiday pay in the amount of 4 hours at their applicable rate for the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day and Christmas Day. Part-time bus drivers who work on such holidays shall receive such holiday pay plus their normal pay for hours worked without premium pay.

67.08 Peak Hour bus drivers with thirty-six (36) months seniority with the District will receive five (5) days vacation paid at the rate of 4 hours per day at their applicable rate. Paragraph 17.03 will be used to determine credit toward vacation. Peak Hour bus drivers will be entitled to vacation credits under this section on a pro-rata basis if they apply for and become full-time before completing thirty-six months of service.

67.09 Special Provisions:

- (a) There will be a separate seniority list for Peak Hour bus drivers, and selection of assignments by Peak Hour bus drivers shall be made in order of seniority.
- (b) Peak Hour Operators' date of hire by the District will be considered their District seniority date.
- (c) No full-time bus driver will be laid off while there is a Peak Hour driver on the payroll.
- (d) Peak Hour assignments may originate and terminate at divisions or the Elevated Terminal. Peak Hour bus drivers may make relief on the road and/or be relieved on the road.
- (e) Peak Hour bus drivers will not be used to protect the Extra Board.

67.10 Sign-ups:

Peak Hour bus drivers will have four (4) division sign-ups to coincide with the sign-up outlined in Section 40.0.

SECTION 68.0

BASIC WAGE RATE – BUS DRIVERS

Effective July 1, 2000, the bus driver basic wage rate will increase by 4.5%.

Effective July 1, 2001, the bus driver basic wage rate will increase by 3.8%.

Effective July 1, 2002, the bus driver basic wage rate will increase by 3.8%.

Effective March 30, 2003, the bus driver basic wage rate will increase by 7.0%.

68.02 The trainee rate of pay will be \$10.00 per hour until the completion of training.

(a) No cost-of-living adjustments will be added to the trainee rate of pay.

68.03 The new hire progression rate will not apply to the trainee rate of pay.

68.04 A pool of Line Instructors will be established at each Division. The District, at its discretion, will select Line Instructors from this pool. Assignment of students shall be rotated. The rate of pay for Line Instructors when assigned students shall be 30% above the top Operator basic wage rate per hour. Extra Board Operators who are assigned Line Instructor duties shall have a guarantee of 9 hours pay per day. The District agrees to provide advance notification to Line Instructors who will be receiving training students.

(a) Upon signing this agreement, retroactive pay shall be paid to certified Line Instructors who performed Line Instructor duties between May 1, 1999 up to the signing date of the agreement, on a flat daily rate computed as if each operator worked a total of 9 hours per day at 30% per hour above the top operator basic wage rate.

68.05 Present employees of the District transferred as trainees or through a reduction in force are to receive their current rate of pay for the period required to qualify as bus drivers; such rate, however, shall not exceed the prevailing bus driver rate of pay.

68.06 Bus Drivers, who work "Owl" runs shall receive a ten 10% differential. Owl runs shall be considered runs that start between 10:00 p.m. and 3:00 a.m.

SECTION 69.0

SAFE RELIEF POINTS

69.01 The parties agree to cooperate to maintain safe relief points for all operators. Accordingly, a sub-committee of the Joint Labor/Management Committee comprised of representatives appointed by the parties shall meet to identify unsafe relief points and address unsafe relief points brought forward by operators, and determine the best way to make the relief points safer.

Solutions arrived at through this process will be submitted for approval by the JLMC. Changes will be implemented at the following sign-up.

PART III — MAINTENANCE DEPARTMENT SPECIAL PROVISIONS

SECTION 70.0

LOCKERS, ETC.

- 70.01 The District will furnish adequate lockers, hangers, washrooms, drinking and toilet facilities in all the Maintenance Department shops and keep them in a sanitary condition.

SECTION 71.0

SAFETY EQUIPMENT

- 71.01 The District shall have available face shields, goggles and respirators for the safety of the employees. Also, the District will provide gloves for welders and facilities maintenance employees.
- 71.02 The District will require that all employees in designated areas wear oil-based, non-skid, steel-toed shoes. The steel-toed shoe requirement will not apply to service employees, upholsterers, body mechanics and painters. The District will provide each employee a voucher for one (1) pair of regulation safety shoes per contract year. A voucher for a second pair will be provided on an as needed basis. All shoe vouchers will be for the equivalent of the full cost of Redwing shoes. It is the employee's responsibility to purchase and wear appropriate footwear which complies with the requirements. Footwear which is defective or inappropriate to the extent that its ordinary use creates the possibility of slippage shall not be worn. In any event, tennis shoes will not be allowed.

- 71.03 The parties understand that certain maintenance employees (such as those who work fuel islands and those who work with vehicle batteries) may require the use of more than two (2) pairs of safety shoes per year. Such employees, upon demonstrating the need, will be entitled to any additional pairs at the District's cost.

SECTION 72.0

POWER TOOLS – JURISDICTION

- 72.01 Any power tools shall be provided, if deemed necessary, by the District; however, any employees having power tools in their boxes may be required by the District to use them.
- 72.02 All employees who come into and qualify as Machinists, Master Journey Level Mechanics, Journey Level Mechanics, Unit Room Mechanics, Lift Mechanics, Welder/Sheet metal Mechanics, Body Mechanics and Apprentices shall receive an initial tool allowance of \$450 and an annual tool allowance of \$400.
- 72.03 The \$400 tool allowance shall not be paid more than once to any employee.
- 72.04 No employee will be paid the \$450 initial tool allowance and the annual tool allowance in the same year.
- 72.05 Painters and upholsterers shall receive an initial tool allowance of \$450 and an annual tool allowance of \$250.
- 72.06 The District shall reimburse the employee the replacement value for the loss of tools, or the loss of a roll-away or top box. In order to obtain the benefits of this section, the employee must have an inventory on file which includes the manufacturer of the tools.

The amount paid will be based on the most current inventory. It is the responsibility of the employee to maintain an updated inventory on file whenever he/she acquires additional tools.

72.07 Upon ratification of this agreement, employees in the above classifications will receive a check for the difference between the old and new voucher amounts for the six months between July and December 2000.

72.08 No work shall be performed on Alameda Contra Costa Transit District property or on equipment over which the Union (Local 192) has jurisdiction by any person not a member of Local 192, except on permit or by consent of the Union representative, as outlined in Paragraph 1.03, providing such permit shall not be withheld for arbitrary reasons. Maintenance superintendents and maintenance supervisors are not to perform any work other than supervision or for instruction, except in unusual circumstances.

(a) Unusual circumstances are defined as circumstances created by act of God, parties unrelated to the District, or refusal of an amount of employees to work, to perform as an efficient crew, but to exclude circumstances created by a reduction in force.

SECTION 73.0

SENIORITY – SIGN–UPS

73.01 A system sign–up shall be held twice each year, the first week in November and the first week in May, at which time employees will select their division. The effective dates of the system sign–ups shall be the first Sunday in January and the first Sunday in July, unless both the Union and the District agree to another date.

- 73.02 The last week of October and of April, a blended system seniority list shall be posted at each division, showing the date and time that each maintenance employee shall report to choose his/her division and shift. Also, one copy of such list shall be forwarded to the Union.
- 73.03 All system sign-ups are to be held at Division 4 or any other location mutually agreed upon. In the event of the opening or closing of a division, the District shall hold a system sign-up.
- 73.04 The District will furnish the necessary facilities, equipment and clerks for the sign-up. The Union will furnish and pay the necessary number of Union representatives. The District shall designate one (1) representative and the Union shall designate one (1) representative. Each representative shall be the sole spokesperson of the group for whom he/she is designated to act. The District shall set up the number of shifts and classifications in each division showing the hours and days off of each shift to be signed on by classification. Such list shall be furnished to the Union two (2) weeks prior to the sign-up and posted in all divisions one (1) week prior to the sign-up.
- 73.05 It shall be the responsibility of each employee to be present at the start of the designated time and place. If on a road call at the time to sign, the employee will be contacted by phone at his/her division by the Union representative. Any employee who cannot be present because of working or other causes may leave his/her choices, in writing, with the Union representative at least one (1) hour in advance of the designated time to sign. In the event the choices are not available or the employee fails to appear at the designated time,

the Union representative will select the shift and division and such selection shall be final. No one will be permitted to pass his/her turn to sign.

- 73.06 By mutual agreement, the sign-up date may be changed. After completion of a sign-up, a copy of the results shall be forwarded to the Union.
- 73.07 The unit room, facilities maintenance and lift mechanics will be excluded from the system sign-up.
- 73.08 Separate system sign-ups will be held for facilities maintenance and lift mechanics following the same procedures specified above using their respective blended seniority lists.
- 73.09 Between sign-ups, the District may reassign employees for bona fide training assignments for up to thirty (30) working days.
- 73.10 If the District wishes to reassign employees between sign-ups for other than bona fide training assignments, it shall seek volunteers from among those with the necessary qualifications at the division and on the shift from which the District has determined that reassignments should take place. In the absence of such volunteers, reassignment in these circumstances may be made only with the agreement of the Union.
- 73.11 Any employee temporarily reassigned shall be paid shift differential, if applicable, in accordance with the shift he/she bid for or the shift actually worked, whichever is higher. Any employee temporarily reassigned shall also be paid mileage for the round trip between divisions so reassigned.

SECTION 74.0

CLASSIFICATION – BIDS – VACANCIES

- 74.01 Vacancies in the maintenance Department for shift and days off changes within a classification shall be posted one time only on bulletin boards at all divisions within four (4) days after the vacancy occurs. Bidding for the vacancy shall occur by seniority within the classification where the vacancy occurs. The vacancy shall be filled by the most senior bidder within the classification. Each employee may pass and keep his/her present position. A bidder may not bump an incumbent from his/her position.
- 74.02 Vacancies in the Maintenance Department shall be posted for advancement within four (4) days on bulletin boards at all divisions. Such postings may be concurrent with any posting for shift and days off changes within a classification. Each employee may pass and keep his/her present position.
- 74.03 An Apprentice's advancement throughout the Apprenticeship Program, including attainment of journey level, does not constitute the filling of a vacancy or require posting. Vacancies in the Apprenticeship Program will be determined by the District. In-house applicants may apply for such vacancies, and their qualifications shall be determined by the Joint Apprenticeship Committee (JAC), which determination shall not be subject to review under the grievance and arbitration provisions of this Agreement. Apprentices who drop or are dropped from the Apprenticeship Program may, as an alternative to termination, and at the District's sole discretion, be assigned to the Mechanic classification without posting. No such assignment

may be made except upon the recommendation of the Joint Apprenticeship Committee. An Apprentice admitted to the Program from another position within the bargaining unit may, if dropped from the Program, revert to his/her former position displacing, if necessary, any employee hired to replace him/her.

- (a) Apprentices may enter the Small Transit Vehicle classification while at their existing rate of pay and level within the Apprenticeship program. They will continue to attend classes and record work process hours. As levels are completed, wage rates will increase up to Journey rate of pay. Conversely, STV mechanics may enter the Apprenticeship program at their current rate of pay and advance in pay as they move to Journey level.

74.04 In filling vacancies in the Maintenance Department, the provisions of Section 24.0 shall apply. The implementation of an Apprenticeship Program shall not affect management's existing rights under Section 24.0.

74.05 The order of bidding shall be from the next lower classification of the vacated shift:

- (a) Seniority and qualifications in Class "A";
- (b) Seniority and qualifications in Class "B";
- (c) Seniority and qualifications in Class "C";
- (d) Seniority and qualifications in Service Employee;
- (e) Seniority and qualifications in Cleaner.

74.06 A vacancy in the classification of Service Employee will be posted for any employee at the division where

the vacancy exists to voluntarily reduce his/her classification before it will be filled from the outside.

- 74.07 The above rules do not apply to the Unit Room, Lift Mechanic or Facilities Maintenance. A vacancy there will be posted in all divisions and bid on by seniority and qualifications.
- 74.08 All vacancies will be posted for four (4) days (excluding Saturdays, Sundays and holidays), and a copy will be sent to the Union at the time of posting. The Union will also be notified, in writing, when the vacancy is filled.
- 74.09 When an employee is advancing to Class "A", "B" or Service Employee, if qualified in his/her present classification, he/she shall be allowed to bid by seniority and assigned for a period not to exceed thirty (30) workdays to try out for the higher classification to qualify for the higher rate.
- 74.10 When an employee is advancing to Class "C", if qualified in his/her present classification, he/she shall be allowed to bid by seniority and assigned for a period not to exceed thirty (30) workdays to try out for the higher classification to qualify for the higher rate.
- 74.11 At the time of a permanent vacancy in the maintenance division office, employees shall be allowed to bid by seniority and assigned for a period not to exceed sixty (60) workdays to qualify for the position. An employee who does not qualify for such position shall be returned to his/her vacated position. The order of selection shall be as follows:
- (a) Seniority bidding within the maintenance division office;

- (b) Seniority bidding within the Maintenance Department;
- (c) Seniority bidding within the clerical unit;
- (d) Thereafter, seniority within other units bidding.

74.12 Any temporary vacancy in the Maintenance Department shall be posted for bid on the bulletin board within four (4) days at the division where such vacancy occurs and be posted one time in each classification. The bids must remain on the bulletin board for four (4) days (excluding Saturdays, Sundays and holidays) and a copy sent to the Union at the time of posting and upon completion of the bidding.

74.13 All bids having been awarded under the above vacancy provisions should be filled and become effective as soon as possible by mutual agreement. The selected employee will be notified, in writing, within ten (10) days of the bid's being awarded.

- (a) In the event such employee does not prove satisfactory, such employee will revert to his/her former position without loss of seniority.

74.14 The Union and the District will agree on job bid descriptions for Union positions in the Maintenance Department.

74.15 When employees are transferred temporarily to a higher-rated job, they shall be paid at the regular rate of pay for the job to which they have been temporarily assigned, provided they have previously qualified for or held said higher-rated job. If the temporary transfer is to a lower-rated job, the employees shall retain their seniority in former positions while filling

temporary vacancies. All work usually done by a certain craft or department shall be given to employees belonging to the department or craft skilled in that particular work (e.g., Machinists, Painters) unless impossible or impractical to do so.

- (a) All days worked in a higher classification shall be cumulative for the purpose of qualifying for the higher classification.

74.16 Notwithstanding Paragraph 74.15, employees shall, on the basis of seniority and qualifications, be assigned for a period of not to exceed thirty (30) workdays to try out in a higher classification. Employees shall be used to fill temporary jobs in a higher classification for training purposes only and shall be paid at their regular rate of pay for such temporary employment. No employee shall be used to fill a vacancy for training purposes if there is a qualified employee available to fill such temporary vacancy. This paragraph shall apply to vacancies due to vacation, sick leave, industrial injury or leave of absence. No employee assigned to a thirty (30) workday tryout shall replace a regular employee.

- (a) All days worked in a higher classification shall be cumulative for the purpose of qualifying for the higher classification.

74.17 In the event of a layoff in the Maintenance Department, the employee with the least seniority within that classification being reduced shall be the first to be displaced; however, after such employee has been displaced in his/her respective classification, such employee shall have the right to exercise his/her District seniority anywhere else in the Maintenance Department where the employee is qualified.

- (a) For the purpose of the above paragraph, the term "classification" refers to job classification.

74.18 Provisional layoff protection for certain rostered employees.

- (a) The District and Union shall maintain a roster of Maintenance Department employees presently classified as Machinist; Unit Room Mechanic AA and A; Lift Mechanic; Body Mechanic AA, A, B and C; Small Transit Vehicle Mechanic; Painter AA, A, B and C; Upholsterer AA, A, B and C; Welder/Sheet metal Mechanic AA and A; and Facilities Maintenance AA, A, B and C who, within twelve (12) years prior to July 1, 1989, worked as a Mechanic AA, A, B or C.
- (b) Any employee listed on the roster maintained pursuant to paragraph (a) above who receives notice of layoff shall, in addition to any other contractual layoff rights, have the right to immediately become a journey level mechanic if he/she passes all eight (8) parts of the Apprenticeship Program. If the rostered employee becomes a journey level mechanic, he/she shall receive the applicable pay for that classification. If, however, the rostered employee does not qualify as a journey level mechanic, he/she shall be slotted into the Apprenticeship Program according to the number of parts he/she passes. If the employee is slotted into the Apprenticeship Program and participates diligently, he/she shall be red-lined at the rate of pay he/she was receiving in his/her former classification (e.g., Painter, Body Mechanic, etc.) and shall remain at that rate of pay until he/she moves into a level of the Apprenticeship Program which has a higher rate of pay. If the rostered employee participates diligently in the Apprenticeship Program but is dropped

therefrom by action of the JAC, the employee shall be reclassified as a Mechanic, if qualified, and shall be paid the then applicable Mechanic rate of pay for former mechanics. The employee shall have the right to grieve the District's decision that he/she is not qualified to be a Mechanic. Rostered employees who are dropped from the Apprenticeship Program for lack of diligent participation as determined by the JAC or who are not qualified to become a Mechanic shall be entitled to exercise any available contract layoff rights and protections applicable to Maintenance Department employees.

- (c) When the last rostered employee has exhausted his/her rights under Paragraph 74.18, this paragraph shall become null and void.

74.19 In the Maintenance Department, Service Employee and Cleaner shall be one (1) classification, and the following shall be separate job classifications:

- (a) Machinist as one (1) classification;
- (b) Master Journey Level Mechanic, Journey Level Mechanic, Apprentice and Mechanic will be considered as one (1) classification;
- (c) Unit Room Mechanic AA and A as one (1) classification;
- (d) Lift Mechanic as one (1) classification;
- (e) Painter AA, A, B and C as one (1) classification;
- (f) Body Mechanic AA, A, B and C as one (1) classification;
- (g) Upholsterer AA, A, B and C as one (1) classification;
- (h) Welder/Sheetmetal Mechanic AA and A as one (1) classification;
- (i) Facilities Maintenance AA, A, B and C as one (1) classification;

(j) Janitor as one (1) classification.

74.20 A senior employee within a classification displacing a junior employee within the same classification shall not have his/her wage rate reduced. An employee in a higher classification displacing an employee in a lower classification by the exercising of seniority shall receive the rate of pay for the lower classification.

SECTION 75.0

TRAINING AND APPRENTICESHIP PROGRAMS

75.01 Training

(a) To the extent the District deems feasible (but consistent with the Heavy Duty Coach Apprenticeship Program), it will make provisions for training to permit employees to upgrade their skills and to learn new procedures and technology.

(b) Any person hired as an apprentice mechanic, must participate in the Apprenticeship Program. Successful completion of the program is a condition of their employment.

75.02 Heavy Duty Coach Mechanic Apprenticeship Program

(a) In order to provide a reliable number of journey-level Heavy Duty Coach mechanics, the District and the Union will jointly sponsor a Heavy Duty Coach Mechanic Apprenticeship Program ("Program").

(b) The Program shall consist of eight (8) levels, each of which shall require six (6) months to complete with normal progress. The content for each level shall be set forth in "Exhibit B".

75.03 Preventive Maintenance Technician

- (a) There shall be established a new classification known as a Preventive Maintenance Technician. The only persons eligible for that classification are "former mechanics" (i.e., persons employed by the District, on or before October 31, 1989, as AA, A, B or C mechanics, excluding Unit Room and Lift Mechanics). To be eligible, a former mechanic must have diligently participated in the Program and successfully completed the following three (3) levels of the Program; preventive maintenance, basic electrical, and air systems/brakes. Former mechanics working to attain Preventive Maintenance Technician classification shall be under the administration of the Joint Apprenticeship Committee.
- (b) The Preventive Maintenance Technicians classification is not a specialty. Such technicians in this program are expected to perform their regular maintenance and repair duties in which they were previously qualified, trained or experienced.

75.04 Joint Apprenticeship Committee (JAC)

- (a) The Joint Apprenticeship Committee will consist of six (6) members, three (3) appointed by the Union and three (3) appointed by the District. Each Union appointee shall be a District employee who is a certified journey level mechanic in the heavy duty coach mechanic craft or a comparable craft.
- (b) In order to jointly share the responsibility for the Apprenticeship Program and to link the classroom training with the on-the-job training performed by apprentices on the shop floor, the District and the Union will assign a journey level mechanic as a Union

Apprentice Mentor who, in concert with the District's Apprenticeship Coordinator, will assist in ensuring that the training on the shop floor is being performed in an appropriate manner and provide input during apprentice evaluations. The Apprentice Mentor shall be a special assignment and shall receive the working foreman rate of pay.

- (c) Each management appointee shall be a certified journey level mechanic in the heavy duty coach mechanic craft, or a comparable craft, or have passed all eight (8) assessments or classes of this Program.
- (d) The JAC will be responsible for assessing each Apprentice's progress based upon test results and on-the-job performance as reported by the Apprentice's maintenance supervisors and as otherwise assessed by representatives or designees of the JAC. Neither such performance assessments nor the decision by the JAC to drop an Apprentice from the Program shall be subject to review under the grievance and arbitration provisions of this Agreement.
- (e) The JAC shall be assisted by a Training Coordinator who shall be a District employee selected by the General Manager or his/her designee, upon the recommendation of the JAC. The General Manager may accept or reject the recommendation of the JAC and may terminate or continue the employment of the Training Coordinator without the recommendation of the JAC, but no Training Coordinator shall be hired or designated without the recommendation of the JAC.
- (f) Any agreement pertaining to the Apprenticeship Program reached between the District and the Union during the term of this Agreement that is not in conflict with the Apprenticeship Standards or the Addendum

to those Standards, shall be implemented by the JAC.

- (g) If the JAC has a tie vote on any matter, that matter shall be referred to the Union business agent for Maintenance and the District's Director of Maintenance. If they are unable to resolve the matter, it shall be referred to the Joint Labor Management Committee (JLMC). If it cannot be resolved by the JLMC it will be referred to the State of California Division of Apprenticeship Standards.

75.05 Apprenticeship Standards and Agreements

Each Apprentice shall sign an apprenticeship agreement which shall conform to the Standards of the Program. The Apprenticeship Standards may be modified from time to time by written agreement of the District and the Union but, in case of any conflict between the Standards and this Agreement, this Agreement shall govern. The following shall be included in the Apprenticeship Standards:

- (a) Each Apprentice shall be subject to all rules of conduct, written and unwritten, applicable to other District employees, including those pertaining to attendance; and any discipline or discharge for breach of such rules shall be administered by District supervision and shall be subject to appeal under the applicable grievance and arbitration procedures under this Agreement. Termination of employment shall automatically terminate the apprenticeship agreement.
- (b) All Apprentices who are former mechanics will be subject to the following provisions, without retroactive application, upon ratification of the Agreement:
 - (1) First or second failure of any level repeat level;
 - (2) Third failure of same level – disqualified from Program;

- (3) Any four (4) failures throughout the eight-level program, disqualified from Program.
- (c) All Apprentices who are not former mechanics will be subject to the following provisions:
- (1) First failure of any level – repeat level;
 - (2) Second failure of same level – disqualified from program;
 - (3) Any three (3) failures throughout the eight-level program, disqualified from Program.
- (d) Each apprentice who enters the Program as a new hire and is dropped from the Program shall be terminated from District employment unless the District, in its sole discretion and upon the recommendation of the JAC, offers the Apprentice another position with the District, including a position as a Preventive Maintenance Technician if the Apprentice has successfully completed the levels required by Section 75.03(a). No such termination shall be subject to review under any provision of this Agreement.
- (e) Unit Room and Lift Mechanics may elect to enter the Apprenticeship Program on a voluntary basis. If such individual was employed as a mechanic in the Maintenance Department prior to October 31, 1989, he/she will be assessed in the same manner as former mechanics. If such individual was not employed as a mechanic in the Maintenance Department prior to that date, he/she will be required to enter the Apprenticeship Program at Level I.
- (f) Any apprentice admitted to the Program who is not a new hire (i.e., persons entering the program from other positions at the District, including Unit Room Mechanics and Lift Mechanics), may, if dropped from the Program, revert to his/her former position, displac-

ing if necessary any employee hired to replace him/her. This right may be exercised only one (1) time.

(g) Service Employees admitted to the Apprenticeship Program who were employed by the District on or before October 31, 1989 ("former service employees"), will be paid the rate specified in the Agreement for service employees employed on or before October 31, 1989, if they participate diligently in the Program. Former service employees shall be entitled to all wage increases (including COLA) paid to Maintenance Department employees during the term of the Agreement.

75.06(a) Any former Mechanic who fails to meet the journey-level standard and declines to participate in the Apprenticeship Program or to execute any documents necessary to such participation shall be assigned to the Mechanic classification and such reclassification shall not be subject to review under this Agreement.

(b) Former Mechanics who are dropped from the Program by the JAC and placed in a Mechanic position will be able to reapply to the Apprenticeship Program only once but not for a period of twelve (12) months from time of disqualification and after the employee has demonstrated to the JAC his/her willingness to continue in the Program.

(c) Former mechanics who voluntarily become Preventive Maintenance Technicians shall have the absolute right to re-enter the Apprenticeship Program. This right may be exercised only one (1) time.

(d) Former Mechanics who are dropped from the Program after diligent participation shall be reclassified as Preventive Maintenance Technician or Mechanic.

They shall be red-lined at the rate of pay of their former classification as of January 1, 1990 (plus 1992 COLA) until their classification rate entitles them to an increase.

- (e) Former Mechanics who decline to participate in the Program or are dropped from the Program for lack of diligent participation as determined by the JAC will be reclassified as Mechanics and paid the rate for Former Mechanics.

75.07 Selection of New Apprentices

- (a) The District shall determine the number of Apprentices to be admitted to the Program.
- (b) The JAC shall determine whether applicants for such positions are qualified to be Apprentices. In doing so, the JAC shall utilize any means or criteria agreed to by the Union and District jointly to assist in predicting success in the Program.
- (c) If consistent with any equal employment opportunity requirements imposed by law, the District shall fill vacancies in the Program as follows:
 - (1) Vacancies shall first be filled by the most senior person in the Maintenance Department.
 - (A) Pre-1994 Service Employees
 - (B)Pre-Apprentices
 - (C) Service Employees hired after the signing of the current agreement.

(2) Vacancies shall next be filled by the most senior person in other bargaining unit positions found to be qualified by the JAC.

(3) Any remaining positions shall be filled by individuals outside the bargaining unit found to be qualified by the JAC.

(d) Employees entering the Program shall suffer no loss in pay as a result of their participation in the Program.

(e) The District shall not hire any person as an Apprentice who has not been recommended by the JAC as qualified; provided, however, that the District may refuse to hire as an Apprentice any person not already employed in the bargaining unit even if recommended by the JAC.

75.08 Each Apprentice shall receive \$100.00 per quarter for attending classes. Payment shall continue for a period of four (4) years, at which time payments shall cease. No Apprentice shall receive more than sixteen hundred dollars (\$1600.00) total over four (4) years

75.09 Apprentices may take a hands-on final exam (to count for 40% of the final grade) if she/he first fails the final written exam or upon approval of the JAC if there is a demonstrated need.

SECTION 76.0

WORKING HOURS

76.01 Eight hours completed within 8 consecutive hours shall constitute a day's work. Forty hours shall constitute a week's work. The workweek shall start on Sunday and end on Saturday, except that in facilities maintenance, the workweek shall be from Monday

through Friday.

- 76.02 Each employee shall be guaranteed five (5) consecutive workdays in seven (7), provided he/she is available and reports for work. In case of preparatory or clean up work, earlier and later starting hours may be set by agreement between the District and the Union, provided such approval is not withheld for arbitrary reasons.
- 76.03 On all shifts in maintenance and facilities maintenance, there will be a twenty-minute paid lunch break. Time of lunch period shall be by mutual agreement between the District and the Union, and there will be a ten-minute break twice a day within the 8 hours on all shifts.
- 76.04 Any employee working more than 8 hours within 24 consecutive hours shall be paid at the rate of time and one-half for any work performed in excess of 8 hours.
- 76.05 Office employees of the Maintenance Department shall work 40 hours per week.

SECTION 77.0

PREMIUMS

- 77.01 Time and one-half shall be paid for all work in excess of 8 hours in any regular shift.
- 77.02 All work in excess of 8 hours will be computed at the shift differential rate of pay, if applicable.
- 77.03 Time and one-half shall be paid for actual time worked by any employee called to work on his/her days off, which shall be two (2) consecutive days in seven (7), with a minimum equal to 12 hours at

straight time. The opportunity to work overtime will be distributed as equally as possible.

- 77.04 Time and one-half shall be paid for all work performed by any employee before or after he/she has completed 8 work hours of his/her regular scheduled shift, which includes all Maintenance Department employees. No shift shall be adjusted to avoid paying time and one-half in accordance with this paragraph.
- 77.05 Any employee called back to work after completing his/her shift and leaving the property shall be guaranteed a minimum of 4 hours pay at time and one-half.
- 77.06 In order to provide high quality "on the job" training which parallels Apprentices' classroom work, and provides an opportunity for senior mechanics to pass along valuable experience; the Master Journey level rate will be paid to any Journeyman or Mechanic who is assigned an apprentice or other trainee for training. Training assignments will be made solely on the training needs of the Apprentice or trainee, and not the operational needs of the District.
- (a) Master Journey rate shall be 10% above the Journey level rate.

SECTION 78.0
**BASIC WAGE RATES –MAINTENANCE
 DEPARTMENT EMPLOYEES**

78.01 HOURLY RATES

CLASSIFICATION

	7/1/00	7/1/01	7/1/023/	30/03
Machinist	\$26.13	\$27.12	\$28.15	\$30.12
Master Journey Level Mechanic	\$23.05	\$23.93	\$24.84	\$26.58
APPRENTICE				
Level 8 95%	\$21.92	\$22.76	\$22.76	\$24.35
Level 7 90%	\$20.81	\$21.60	\$22.42	\$23.99
Level 6 85%	\$19.68	\$20.43	\$21.20	\$22.69
Level 5 80%	\$18.55	\$19.25	\$19.99	\$21.38
Level 4 75%	\$17.42	\$18.08	\$18.77	\$20.08
Level 3 70%	\$16.29	\$16.91	\$17.55	\$18.78
Level 2 65%	\$15.17	\$15.75	\$16.35	\$17.49
Level 1 60%	\$14.04	\$14.58	\$15.13	\$16.19

FORMER MECHANICS

OTHERS (70% of Journey Lvl Mechanic Rate)

Unit Room Mechanic	\$23.05	\$23.93	\$24.84	\$26.58
Painter AA	\$22.20	\$23.04	\$23.91	\$25.59
Painter A	\$21.93	\$22.77	\$23.63	\$25.29
Painter B	\$20.35	\$21.12	\$21.92	\$23.46
Painter C	\$19.15	\$19.88	\$20.64	\$22.08
Frame/Body Mechanic	\$25.36	\$26.32	\$27.32	\$29.23
Body/Frame Mechanic	\$25.36	\$26.32	\$27.32	\$29.23
Senior Body Mechanic	\$23.05	\$23.93	\$24.84	\$26.58
Body Mechanic B	\$20.35	\$21.12	\$21.92	\$23.46
Body Mechanic C	\$19.15	\$19.88	\$20.64	\$22.08
Upholsterer AA	\$22.20	\$23.04	\$23.91	\$25.59
Upholsterer A	\$21.93	\$22.77	\$23.63	\$25.29
Upholsterer B	\$20.35	\$21.12	\$21.92	\$23.46
Upholsterer C	\$19.15	\$19.88	\$20.64	\$22.08
Welder/Sheet Metal Mechanic AA	\$22.20	\$23.04	\$23.91	\$25.59
Welder/Sheet Metal Mechanic A	\$21.93	\$22.77	\$23.63	\$25.29

Facilities

Maintenance AA \$22.20 \$23.04 \$23.91 \$25.59

Facilities Maint A \$21.93 \$22.77 \$23.63 \$25.29

Facilities Maint B \$20.35 \$21.12 \$21.92 \$23.46

Facilities Maint C \$19.15 \$19.88 \$20.64 \$22.08

Small Transit Vehicle

Mechanic AA \$22.20 \$23.04 \$23.91 \$25.59

Small Transit Vehicle

Mechanic A \$21.93 \$22.77 \$23.63 \$25.29

Lift Mechanic \$23.05 \$23.93 \$24.84 \$26.58

Service Employee New Hire Progression

First 6 months \$13.90 \$14.43 \$14.97 \$16.02

Second 6 months \$14.65 \$15.21 \$15.79 \$16.89

Third 6 months \$15.43 \$16.02 \$16.63 \$17.79

Fourth 6 months \$16.18 \$16.79 \$17.43 \$18.65

Thereafter \$16.96 \$17.60 \$18.27 \$19.55

Janitor

First month \$11.88 \$12.33 \$12.80 \$13.70

Next eight months \$12.14 \$12.60 \$13.08 \$14.00

Thereafter \$12.76 \$13.24 \$13.75 \$14.71

- (a) Leadperson – five percent (5%) additional per hour above basic wage rate.
- (b) Working Maintenance Supervisor – ten percent (10%) premium additional above Journey Level Mechanic hourly basic wage rate to be added to the employee's basic wage rate.
- (c) Employees classified as "Relief Maintenance Supervisor" shall be paid Working Maintenance Supervisor rate of pay when assigned as Working Maintenance Supervisor.

78.02 The Mechanic AA, A, B and C classifications will cease to exist upon implementation of the Apprenticeship Program. Incumbents will become Journey Level Mechanics, Apprentices, Mechanics, Unit Room Mechanics, Lift Mechanics or AAs as provided in Paragraph 78.03 below. This paragraph does not affect Facilities Maintenance Mechanics.

78.03 Employees classified as Mechanic AA who are Painters, Body Mechanics, Upholsterers, Welder/Sheet metal Mechanics, Facilities Maintenance or Unit Room Mechanics will be classified as AA for the applicable classification.

78.04 The current number of AA maintenance classifications, fifteen (15) positions, will not be increased during the term of this contract. All permanent vacancies in this classification will be filled on the basis of skill, responsibility and work record. All other considerations being relatively equal, seniority shall prevail.

SECTION 79.0
**BASIC WAGE RATES – DIVISION OFFICE
 EMPLOYEES**

79.01 Maintenance Division Office Employees:

HOURLY RATE	7/1/00	7/1/01	7/1/02	3/30/03
Maint Chief Clerk	\$20.77	\$21.56	\$22.38	\$23.95
Division Senior Clerk				
1st six months	\$18.41	\$19.11	\$19.84	\$21.23
Division Senior Clerk				
Thereafter	\$18.88	\$19.60	\$20.35	\$21.77

SECTION 80.0
JANITOR SPECIAL PROVISIONS

- 80.01 Employees in this classification shall have an annual sign-up in December to be effective the first Sunday in January.
- 80.02 Employees in this classification must serve one year on the job before they can bid on another position at the District.
- 80.03 For janitorial service personnel, the workweek shall start on Sunday and end on Saturday.
- 80.04 The District shall provide and have available for the use of janitors face shields, goggles, respirators, rubber gloves and other appropriate items for the safety of the employees.

- 80.05 All necessary and appropriate tools and equipment required to satisfactorily perform janitorial services shall be provided by the District.
- 80.06 For the purpose of insuring adequate understanding of the most appropriate method of cleaning and caring for the various materials and fixtures installed or present within the District's various facilities, the District will provide and administer a janitorial training program conducted by a qualified janitorial agency on the District's property or at another suitable location.
- 80.07 Leadpersons in this classification shall receive five percent (5%) additional per hour above the basic wage rate.
- 80.08 This classification is subject to all of the General Provisions and the Maintenance Department provisions unless specifically provided otherwise in this section.

SECTION 81.0

SHIFT DIFFERENTIAL PAY

- 81.01 Five percent (5%) shift differential shall be paid for work performed between the hours of 3:30 p.m. and 11:30 p.m. (mid-shift). Ten percent (10%) shall be paid for work performed between the hours of 11:30 p.m. and 7:30 a.m. (late shift). Shift differential pay shall be paid to those who work one-half or more of their shift within the described hours. Where a shift is worked one-half in the mid-shift and one-half in the late shift, the higher differential shall apply.

1. Notwithstanding the hours set forth above, the parties intend that the differentials shall be paid for the mid-shift and the late-shift. Should a division (for

any reason) choose to change the specific hours of a shift to which the differential applies, such change shall have no adverse effect on employees who work those shifts or half of those shifts.

SECTION 82.0

COVERALLS – RAINCOATS

82.01 Effective upon the signing of this agreement, the District shall provide all current and future maintenance employees with eleven (11) pairs of coveralls, except service employees and janitors who shall receive nine (9) pairs of coveralls. Maintenance employees may substitute shirts and pants for some or all of their coveralls. All coveralls will be issued with employee names. The District at its expense will clean all coveralls or shirts and pants. The District shall replace any coveralls or shirts and pants that are no longer serviceable.

- (a) The District will provide a jacket for each maintenance employee every other year.
- (b) Each maintenance employee who is required to perform any part of his/her regular work shift exposed to adverse weather conditions shall be issued a raincoat. Raincoats shall be replaced as required by the District.
- (c) Lost coveralls and/or raincoats will be replaced at the expense of the maintenance employees. The coveralls and/or raincoat issued shall be returned to the District when the employee leaves the Maintenance Department. A "loss charge" shall be deducted from the employee's pay for the coveralls and/or raincoat issued but not returned. Coveralls and raincoats shall carry a Union label.

PART IV—CLERICAL OFFICE WORKERS SPECIAL PROVISIONS

SECTION 83.0

REST PERIODS

- 83.01 Each clerical employee (except traffic checkers) shall be allowed two (2) paid rest periods of 15 minutes each, one (1) in the first half of the shift and one (1) in the second half of the shift.

SECTION 84.0

TIME OFF WITH PAY

- 84.01 The District shall allow all clerical employees covered by this Section one-half day off work without loss of pay on both the day before Christmas and the day before New Year's.
- 84.02 Selection of the half-day desired shall be made by the employee on a seniority basis within the department. In the telephone information center, the half days shall be selected on a seniority basis and taken during the month of December.
- 84.03 Clerical employees covered by this Section will have an alternative option on holidays falling on non-workdays. The option will be that the employee can choose either one (1) day's pay for such holiday or one (1) workday off with pay. If the latter option is chosen, the day off must be by seniority within the department so that no two(2) employees in the department choose the same day.

SECTION 85.0
DAY-OFF WORK

85.01 No employee shall be required to work on his/her day off except in case of emergency and if called to work shall be paid time and one-half with a minimum equal to twelve (12) hours at straight time.

SECTION 86.0
JOB BIDDING

86.01 Employees shall be allowed to bid by seniority and assigned for a period not to exceed sixty (60) workdays to try out in a higher classification to qualify in a new or promotional classification within the bargaining unit.

86.02 An employee who does not qualify for such position shall be returned to his/her vacated position.

86.03 Any vacancies due to resignation or termination will be filled temporarily by the senior employee available in the department. The employee will retain such position until bids for that position and bids for other positions left open by succeeding changes are completed. Work assignments due to vacations shall not be considered a new or vacant job.

86.04 All new or vacated positions shall be posted on bulletin boards in the clerical unit and then, if necessary, other units simultaneously. The order of selection will be as follows:

- (a) Seniority bidding within the department;
- (b) Seniority in the unit in which the department is located;
- (c) Thereafter, seniority in other units bidding.

- 86.05 No position will be filled from the outside until the bidding process and sixty- workday trial period has been completed.
- 86.06 No vacancy may be filled on a temporary basis for a period in excess of sixty (60) days unless mutually agreed upon between the Union and the District.
- 86.07 In the event of a vacancy of three (3) or more consecutive days, the employee temporarily assigned to that higher classification shall receive that higher classification rate of pay from the first day he/she works that classification.
- 86.08 In the event of reduction in force, an employee so affected by the reduction in force may exercise his/her District seniority to displace any employee with less seniority in a position in the bargaining unit that he/she is qualified to fill. When an employee in a higher classification moves to a lower classification for which he/she is qualified, he/she shall receive the highest rate of pay in the lower classification to which his/her accumulative length of service in the higher or comparable classification entitles him/her.

SECTION 87.0

SIGN-UP TELEPHONE INFORMATION CENTER

- 87.01 Employees in the Telephone Information Center who work different shifts shall be given an opportunity each six (6) months to select shifts, established by the District, on a qualification and seniority basis.
- 87.02 A work shift sign-up shall be held in the Telephone Information Center each six (6) months to be

effective the first Sunday in January and July of each year. The results of the sign-up shall be posted on the Monday prior to the effective date of the sign-up.

- 87.03 Any known vacancy in a permanent shift in excess of five (5) days will be posted for bid for 72 hours. It is available to standby employees only to bid on by seniority for the duration of the vacancy. Should it not be bid on voluntarily, it will be assigned in inverse order of seniority.

SECTION 88.0

SHIFT DIFFERENTIAL PAY – TELEPHONE INFORMATION CENTER AND DATA PROCESSING

- 88.01 Shift differential pay for the Telephone Information Center and Data Processing Department shall be five percent (5%) for work performed between the hours of 4:00 p.m. and 11:30 p.m. (mid-shift). Ten percent (10%) shall be paid for work performed between the hours of 11:30 p.m. and 7:30 a.m. (late shift).
- 88.02 Shift differential pay shall be paid to all employees who work one-half or more of their shift within the above described hours. Where a shift is worked one-half in the mid-shift and one-half in the late shift, the higher differential percentage shall apply.

SECTION 89.0

BASIC WORKING HOURS

89.01 The workweek is defined as five (5) consecutive days of 8 hours work each day, including a 30 minute paid lunch, in a seven-day period. This provision shall not apply to partial shifts presently worked, the number of which shall not be increased during the life of this Agreement. Work in excess of 8 hours per day or 40 hours per week shall be paid at the overtime rate of time and one-half for actual time worked.

89.02 All clerical employees shall be guaranteed a minimum of 8 hours per day, five (5) days per week.

SECTION 90.0

TRAFFIC CHECKERS SPECIAL PROVISIONS

90.01 For job bidding purposes only, in accordance with Section 86.0, traffic checkers will be considered part of the clerical unit and subject to the rules and opportunities contained therein.

90.02 Traffic checkers performing ride checks will work the same hours as the bus driver he/she is assigned to or the schedule he/she is assigned to work, and his/her breaks will coincide with the available breaks for those bus drivers, unless directed to do otherwise by the District.

90.03 When performing point checks or when working in the General Office, traffic checkers will be allowed two (2) paid rest periods of 15 minutes each, one (1) in the first half of the shift and one (1) in the second half of the shift.

- 90.04 A traffic checker will receive elapsed time pay (one-half time penalty) for a work assignment in the field exceeding 10 hours and travel time between assignments when assigned work at more than one (1) location. Such travel time to be computed at straight time, on scheduled running time of service available between assigned locations.
- 90.05 When performing ride checks, traffic checkers will be guaranteed 8 hours, and time and one-half shall be paid for all work in excess of 8 hours per day, exclusive of travel time.
- 90.06 When performing point checks or when working in the General Office, the workday will be 8 hours within a ten-hour spread. If elapsed time consumed in excess of a day's work exceeds any ten-hour period, an additional pay of one-half time shall be added in excess of a day's work for any excess, unless resulting from voluntary change of shifts.
- 90.07 The District will provide to each traffic checker rainwear consisting of one (1) pair of pants, one (1) top and one (1) pair of boots currently in AC Transit's Materials Department stockroom. The District will also provide each traffic checker with one (1) pair of uniform trousers, one (1) windbreaker jacket and two (2) uniform shirts. Replacement shirts and trousers to be limited to not more than once each contract year.
- 90.08 Each traffic checker will be required to sign for receipt of one set of rainwear. Unserviceable rainwear will be replaced when turned in by the traffic checker.
- 90.09 Unnecessarily mutilated, un-returned or lost rainwear will be charged to the employee at the same replacement cost charged to the District.

- 90.10 The District will provide Traffic Checkers District vehicles, based on availability, for use while on duty in areas which are determined to be unsafe. Work areas requiring a car will be designated by the Department manager or his/her designee, and the Traffic Checkers and/or their representative.
- 90.11 The only other provisions that apply to traffic checkers, other than those specifically listed in this Section, are the General Provisions.

SECTION 91.0

BASIC WAGE RATES CLERICAL OFFICE EMPLOYEES

91.01 HOURLY RATES

CLASSIFICATION	Effective			
	7/1/00	7/1/01	7/1/02	3/30/03
Accountant				
Step A	\$20.45	\$21.23	\$22.03	\$23.58
Step B	\$21.05	\$21.84	\$22.68	\$24.26
Step C	\$21.57	\$22.39	\$23.24	\$24.86
Asst Schedule Analyst				
Step A	\$18.53	\$19.23	\$19.96	\$21.36
Step B	\$18.94	\$19.65	\$20.40	\$21.83
Step C	\$19.45	\$20.19	\$20.95	\$22.42
Cashier Clerk				
Step A	\$17.39	\$18.05	\$18.73	\$20.04
Step B	\$17.73	\$18.41	\$19.11	\$20.44
Step C	\$18.15	\$18.84	\$19.56	\$20.92
Claims Representative				
Step A	\$20.11	\$20.87	\$21.66	\$23.18

	7/1/00	7/1/01	7/1/02	3/30/03
Step B	\$20.65	\$21.43	\$22.25	\$23.80
Step C	\$21.23	\$22.04	\$22.88	\$24.48
Clerk				
Step A	\$17.05	\$17.70	\$18.37	\$19.66
Step B	\$17.39	\$18.05	\$18.73	\$20.04
Step C	\$17.73	\$18.41	\$19.11	\$20.44
Computer Operator				
Step A	\$19.38	\$20.12	\$20.88	\$22.35
Step B	\$19.86	\$20.61	\$21.39	\$22.89
Step C	\$20.39	\$21.16	\$21.97	\$23.50
Customer Service Clerk				
Step A	\$17.24	\$17.90	\$18.58	\$19.88
Step B	\$18.14	\$18.83	\$19.55	\$20.91
Step C	\$19.07	\$19.80	\$20.55	\$21.99
Lead Customer Service Clerk				
	\$20.02	\$20.78	\$21.57	\$23.08
Data Entry Operator				
Step A	\$17.39	\$18.05	\$18.73	\$20.04
Step B	\$17.73	\$18.41	\$19.11	\$20.44
Step C	\$18.15	\$18.84	\$19.56	\$20.92
Data Entry Operator/Typist Clerk				
Step A	\$17.39	\$18.05	\$18.73	\$20.04
Step B	\$17.73	\$18.41	\$19.11	\$20.44
Step C	\$18.15	\$18.84	\$19.56	\$20.92
Input/Output Control Clerk				
Step A	\$18.15	\$18.84	\$19.56	\$20.92
Step B	\$18.53	\$19.23	\$19.96	\$21.36
Step C	\$18.94	\$19.65	\$20.40	\$21.83

	7/1/00	7/1/01	7/1/02	3/30/03
Mail Clerk				
Step A	\$17.50	\$18.17	\$18.86	\$20.18
Step B	\$17.85	\$18.53	\$19.23	\$20.58
Step C	\$18.27	\$18.96	\$19.68	\$21.06
Junior Typist Clerk				
Step A	\$16.50	\$17.13	\$17.78	\$19.02
Step B	\$16.74	\$17.38	\$18.04	\$19.30
Step C	\$17.05	\$17.70	\$18.37	\$19.66
Lead Data Entry Operator				
Step A	\$18.25	\$18.94	\$19.66	\$21.03
Step B	\$18.61	\$19.32	\$20.05	\$21.46
Step C	\$19.06	\$19.78	\$20.54	\$21.97
Lead Input/Output Control Clerk				
Step A	\$19.06	\$19.78	\$20.54	\$21.97
Step B	\$19.43	\$20.16	\$20.93	\$22.40
Step C	\$19.87	\$20.62	\$21.40	\$22.90
Media Librarian				
Step A	\$17.39	\$18.05	\$18.73	\$20.04
Step B	\$17.73	\$18.41	\$19.11	\$20.44
Step C	\$18.15	\$18.84	\$19.56	\$20.92
PBX – Information Clerk				
Step A	\$17.39	\$18.05	\$18.73	\$20.04
Step B	\$17.73	\$18.41	\$19.11	\$20.44
Step C	\$18.15	\$18.84	\$19.56	\$20.92
Schedule Analyst				
Step A	\$19.45	\$20.19	\$20.95	\$22.42
Step B	\$19.95	\$20.71	\$21.49	\$23.00
Step C	\$20.45	\$21.23	\$22.03	\$23.58

	7/1/00	7/1/01	7/1/02	3/30/03
Secretary				
Step A	\$17.73	\$18.41	\$19.11	\$20.44
Step B	\$18.15	\$18.84	\$19.56	\$20.92
Step C	\$18.53	\$19.23	\$19.96	\$21.36

Senior Account Clerk

Step A	\$18.15	\$18.84	\$19.56	\$20.92
Step B	\$18.53	\$19.23	\$19.96	\$21.36
Step C	\$18.94	\$19.65	\$20.40	\$21.83

Senior Clerk

Step A	\$18.15	\$18.84	\$19.56	\$20.92
Step B	\$18.53	\$19.23	\$19.96	\$21.36
Step C	\$18.94	\$19.65	\$20.40	\$21.83

Senior PBX – Information Clerk

Step A	\$18.15	\$18.84	\$19.56	\$20.92
Step B	\$18.53	\$19.23	\$19.96	\$21.36
Step C	\$18.94	\$19.65	\$20.40	\$21.83

Senior Schedule Analyst

Step A	\$20.45	\$21.23	\$22.03	\$23.58
Step B	\$21.05	\$21.84	\$22.68	\$24.26
Step C	\$21.57	\$22.39	\$23.24	\$24.86

Senior Secretary

Step A	\$18.53	\$19.23	\$19.96	\$21.36
Step B	\$18.94	\$19.65	\$20.40	\$21.83
Step C	\$19.45	\$20.19	\$20.95	\$22.42

Senior Typist Clerk

Step A	\$18.15	\$18.84	\$19.56	\$20.92
Step B	\$18.53	\$19.23	\$19.96	\$21.36
Step C	\$18.94	\$19.65	\$20.40	\$21.83

	7/1/00	7/1/01	7/1/02	3/30/03
Senior Administrative Clerk				
Step A	\$19.95	\$20.71	\$21.49	\$23.00
Step B	\$20.45	\$21.23	\$22.03	\$23.58
Step C	\$21.05	\$21.85	\$22.68	\$24.26
Ticket Clerk				
Step A	\$16.74	\$17.38	\$18.04	\$19.30
Step B	\$17.05	\$17.70	\$18.37	\$19.66
Step C	\$17.39	\$18.05	\$18.73	\$20.04
Traffic Checker				
Step A	\$17.73	\$18.41	\$19.11	\$20.44
Step B	\$18.15	\$18.84	\$19.56	\$20.92
Step C	\$18.53	\$19.23	\$19.96	\$21.36
Typist Clerk				
Step A	\$17.05	\$17.70	\$18.37	\$19.66
Step B	\$17.39	\$18.05	\$18.73	\$20.04
Step C	\$17.73	\$18.41	\$19.11	\$20.44
Vari Typist				
Step A	\$18.15	\$18.84	\$19.56	\$20.92
Step B	\$18.53	\$19.23	\$19.96	\$21.36
Step C	\$18.94	\$19.65	\$20.40	\$21.83
Vault Clerk				
Step A	\$18.15	\$18.84	\$19.56	\$20.92
Step B	\$18.53	\$19.23	\$19.96	\$21.36
Step C	\$18.94	\$19.65	\$20.40	\$21.83

Step "A" – Starting rate of pay

Step "B" – After twelve (12) months in classification

Step "C" – After eighteen (18) months in classification

- 91.02 Any employee applying for and awarded a higher classification who has a minimum of twelve (12) months in Step "C" in his/her present position will receive Step "B" in the higher classification.
- 91.03 Any employee voluntarily applying for and awarded a lower classification will receive the same "Step" in the new position as held in the present position and the normal progression will apply.
- 91.04 An employee advancing to a higher classification shall not have his/her wage position worsened.

PART V—PURCHASING AND MATERIALS DEPARTMENT

The clerical employees in the purchasing section will be covered by the provisions in Part IV, Clerical Office Workers – Special Provisions, except as specifically provided herein.

SECTION 92.0

FILLING VACANCIES

- 92.01 At the time of a permanent vacancy in the materials section, it shall be posted for bid on Purchasing and Materials Department bulletin boards and then if necessary, other units simultaneously. The order of selection will be as follows:
- (a) Seniority bidding within the materials section;
 - (b) Seniority bidding within the purchasing section;
 - (c) Thereafter, seniority in other units bidding.

92.02 At the time of a permanent vacancy in the purchasing section, it shall be posted for bid on Purchasing and Materials Department and clerical unit bulletin boards and then if necessary, other units simultaneously. The order of selection will be as follows:

- (a) Seniority bidding within the purchasing section;
- (b) Seniority bidding within the materials section;
- (c) Seniority bidding within the clerical unit;
- (d) Thereafter, seniority in other units bidding.

92.03 When an employee who is qualified in his/her present classification bids by seniority and is promoted or transferred to another classification within the materials section, he/she shall be assigned for a period not to exceed thirty (30) workdays to try out for the new classification to qualify for the higher rate.

92.04 In the event an employee does not prove satisfactory, he/she will revert to his/her former position without loss of seniority.

92.05 All temporary vacancies and temporary special projects will be offered to those qualified by seniority. If no employee accepts the temporary assignment, it will be assigned in inverse order of seniority. After completion of the assignment, such employee will revert to his/her former position without loss of seniority.

92.06 When an employee is transferred temporarily to a higher-rated job within the materials section, he/she shall be paid at the higher-rate of pay for the job to

which he/she has been temporarily assigned provided he/she has previously qualified for or held said higher-rated job. If the temporary transfer is to a lower-rated job, the employee shall retain his/her seniority in his/her former position while filling the temporary vacancy, and his/her wage position will not be worsened.

- 92.07 In the event of reduction in force, an employee so affected by the reduction in force may exercise his/her District seniority to displace any employee with less seniority in a position in the bargaining unit that he/she has previously qualified for and filled. When an employee in a higher classification moves to a lower classification, he/she shall receive the highest rate of pay in the lower classification to which his/her accumulated length of service in the higher or comparable classification entitles him/her.

SECTION 93.0

SENIORITY – SIGN-UPS

- 93.01 The District shall set up weekly work schedules to be signed on by materials section employees semi-annually effective the first Sunday in January and July. Such lists shall be furnished to the Union approximately November 15th and May 15th of each year. A seniority list shall be posted at each division showing each employee's name, seniority date, present assignment and classification.
- 93.02 The sign-ups are to let the materials section employees exercise their seniority in signing on any classifica-

tion for which they are qualified and to let them transfer from one section or location to another within the materials section only.

- 93.03 All system sign-ups are to be held at the Central Maintenance Facility or any other location mutually agreed upon.
- 93.04 It shall be the responsibility of each employee to be present at the designated time and place. If working at the time to sign, the employee will be contacted by phone at his/her section or location by his/her Union representative. Any employee who cannot be present because of working or other causes may leave his/her choices, in writing, with the Union representative at least 1 hour in advance of the designated time to sign. In the event the choices are not available or the employee fails to appear at the designated time, the Union representative will select the shift and location and such selection shall be final. No employee will be permitted to pass his/her turn to sign.
- 93.05 Employees shall select their jobs and shifts, exclusive of inventory control clerk, print shop positions (excluding parts clerk(s)), leadperson and working parts supervisor, based on department seniority.
- 93.06 One (1) week prior to the posting of each sign-up, the Union shall have a copy of the sign-up list and seniority list of employees.
- 93.07 The District will post the sign-ups one (1) week prior to the starting of each sign-up.

- 93.08 After completion of each sign-up, a copy shall be forwarded to the Union.
- 93.09 If any employee changes his/her shift or days off on the January or July sign-up and causes a vacation conflict with another employee already signed on the same shift, the employee with the greater District seniority shall have the option of taking his/her vacation as scheduled or changing his/her vacation to another available slot and working his/her signed- on shift.
- 93.10 If a facility or division is closed or opened, a system sign-up shall be held.

SECTION 94.0

PREMIUMS

- 94.01 Time and one-half shall be paid for all work performed by any employee before or after his/her regular scheduled shift of 8 hours. No shift shall be adjusted to avoid paying time and one-half.
- 94.02 Any employee called back to work after completing his/her shift and leaving the property shall be guaranteed a minimum of 4 hours pay at time and one-half.
- 94.03 All work in excess of 8 hours will be computed at the shift differential rate of pay, if applicable.
- 94.04 Time and one-half shall be paid for actual time worked by any employee called to work on his/her day off, with a minimum equal to 12 hours at straight time, unless the supervisor and employee agree that he/she will work less than 8 hours in which case he/she will be paid a minimum of 4 hours at time and

one-half or time and one-half for all hours actually worked, whichever is greater. All things being equal, day off work will be distributed as equally as possible.

SECTION 95.0

WORKING HOURS

- 95.01 Eight hours completed within 8 consecutive hours shall constitute a day's work. Forty hours shall constitute a week's work.
- 95.02 The workweek shall start on Sunday and end on Saturday.
- 95.03 Each employee shall be guaranteed five (5) consecutive workdays in seven (7), provided he/she is available and reports for work. Earlier and later starting hours may be set by agreement between the District and the Union, provided such approval is not withheld for arbitrary reasons.
- 95.04 On all shifts in the materials section, there will be a twenty-minute paid lunch break. The time of lunch period shall be by mutual agreement between the District and the Union, and there will be a ten-minute break twice a day within the 8 hours on all shifts, one (1) in the first half of the shift and one (1) in the second half of the shift.

SECTION 96.0

SHIFT DIFFERENTIAL PAY

- 96.01 Five percent (5%) shift differential shall be paid for work performed between the hours of 3:30 p.m. and 11:30 p.m. (mid-shift). Ten percent (10%) shall be paid for work performed between the hours of 11:30

p.m. and 7:30 a.m. (late shift). Shift differential pay shall be paid to those who work one-half or more of their shift within the described hours. Where a shift is worked one-half in the mid-shift and one-half in the late shift, the higher differential shall apply.

SECTION 97.0

SAFETY EQUIPMENT

- 97.01 The District will require that all materials section employees (except printers and inventory control clerks) wear oil-based, non-skid shoes. The District will provide each such materials section employee, on October 1st of each succeeding year, a voucher toward the purchase of these shoes. It will be up to the employee to purchase and wear appropriate footwear which complies with the requirements. Footwear which is defective or inappropriate to the extent that its ordinary use creates the possibility of slippage shall not be worn. In any event tennis shoes will not be allowed.
- 97.02 The District shall provide all current and future employees in the Purchasing and Materials Department with eight (8) pairs of coveralls, except for printers, bindery workers and print press operators who shall receive ten (10) pairs of coveralls. All coveralls will be furnished with the employee's name. All coveralls will be cleaned by the District at its expense. The District shall replace any coveralls that are no longer serviceable.
- 97.03 The following travel time allowances shall be paid for employees who are requested to perform their duties at other than their assigned division:

From Division 2 to Divisions 3 or 4:
 Time and one half for 30 minutes.
 From Division 2 to Division 6:
 Time and one half for 45 minutes
 From Division 3 to Division 6:
 Time and one half for 60 minutes
 From Division 4 to Division 6:
 Time and one half for 30 minutes

SECTION 98.0
BASIC WAGE RATES
MATERIALS SECTION EMPLOYEES

98.01 HOURLY RATES

Effective

CLASSIFICATION	7/1/00	7/1/01	7/1/02	3/30/03
Parts Clerk 1st 6 months	\$18.89	\$19.61	\$20.36	\$21.78
Parts Clerk – Thereafter	\$19.15	\$19.88	\$20.64	\$22.08
Truck driver 1st 6 months	\$18.89	\$19.61	\$20.36	\$21.78
Truck Driver Thereafter	\$19.15	\$19.88	\$20.64	\$22.08
CLASSIFICATION	7/1/00	7/1/01	7/1/02	3/30/03
Assist Shipping/ Receiving Clerk	\$19.28	\$20.01	\$20.77	\$22.23
Shipping/Receiving Clerk –1st six mo.	\$19.15	\$19.88	\$20.64	\$22.08
Shipping/Receiving Clerk –Thereafter	\$19.54	\$20.28	\$21.05	\$22.53
Assistant Inventory Control Clerk	\$19.50	\$20.24	\$21.01	\$22.48

Inventory Control Clerk	\$20.00	\$20.76	\$21.55	\$23.06
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Print Shop

Printer – 1st 6 months	\$18.89	\$19.61	\$20.36	\$21.78
Printer – Thereafter	\$19.61	\$20.36	\$21.13	\$22.61
Bindery Worker	\$17.06	\$17.71	\$18.39	\$19.67
Printing Press Operator	\$22.43	\$23.28	\$24.16	\$25.85
Graphic Artist/ Typographer	\$20.22	\$20.99	\$21.79	\$23.31

- (a) Leadperson – five percent (5%) additional per hour above the basic wage rate.
- (b) Materials Department – Working Parts Supervisor – ten percent (10%) above Parts Clerk–Leadperson basic wage rate.
- (c) Relief Parts Clerk – 5% additional per hour above the basic wage rate.

98.02 When required, employees in any of the above-listed classifications will perform Parts Clerk duties.

PART VI—FINAL SECTIONS

SECTION 99.0

QUALIFICATIONS

99.01 The Union recognizes that the business success of the District is the mutual concern of employer and employee and agrees to assist the District in every manner possible.

- 99.02 The individuals signing this Agreement in their official capacities hereby warrant their authority to act for the respective parties.
- 99.03 The District recognizes that the welfare and prosperity of its employees must be maintained for the good of the community.
- 99.04 Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of this Agreement, and further, that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision hereof.
- 99.05 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.
- 99.06 In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.
- 99.07 The Attendance Policy set forth in Section 6.0 is not intended to waive whatever rights any employee affected by said policy has under federal or state law or to preclude such employee from pursuing such rights.

SECTION 100.0

ASSIGNABILITY

100.01 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind of the ownership or management of either party or by any change, geographical or otherwise, in the location or place of business of either party hereto.

100.02 In the event of any sale, lease, or relinquishment to the Bay Area Rapid Transit District of any of the operations or any agreement to compensate the District, ACCTD and Local 192 shall jointly endeavor to reach a mutually satisfactory agreement with the Bay Area Rapid Transit District relating to the training and manning of positions in the substitute operations created by Bay Area Rapid Transit District; however, in the event no such agreement can be reached, the District shall provide in any contract of sale, lease or relinquishment to the Bay Area Rapid Transit District of any of the operations of the District or any agreement to compensate the District that displaced employees of this District shall be given preference of employment to fill a comparable vacancy in the Bay Area Rapid Transit District and a reasonable opportunity to train or be trained to qualify to fill such a position.

SECTION 101.0

TERM AND TERMINATION

101.01 Basic wage rates of Sections 37.0, 68.0, 69.0, 78.0, 79.0, 91.0 and 98.0 shall be effective as shown therein.

101.02 This Agreement shall become effective as of July 1, 2000, unless otherwise specified and shall remain in full force and effect to and including June 30, 2004, except for the pension provision under Section 21.0 and shall continue without termination or modification unless the party desiring such termination or modification serves a written notice upon the other party to the contract of the proposed termination or modification ninety (90) days prior to the expiration date thereof and offers to meet the other party and confer for the purpose of negotiating a new contract or a contract containing the proposed modifications.

SECTION 102.0

DISPUTE, ARBITRATION, RESOLUTION

102.01 The District, on July 6, 1960, adopted Resolution Number 158, which stated that, "In case of a dispute over the terms of a written contract governing wages, salaries, hours, working conditions, or grievance procedures, upon which no agreement can be reached after all reasonable efforts by the District and the representatives of the employees to negotiate in good faith have failed, it shall be the policy and intent of the Board of Directors and officers of Alameda-Contra Costa Transit District to submit said dispute to arbitration as provided in Section 25051 of the Transit District Law, provided that the representatives of the

employees agree to do likewise, and further agree that there shall be no slowdown or refusal to work during such period of arbitration."

102.02 The District hereby reaffirms its Resolution Number 158. The District and the Union agree that upon expiration of this or any succeeding Agreement, if it is determined that the Union does not have the right to strike, that upon the request of either the District or the Union, all terms of a new collective bargaining agreement that are not resolved by negotiations in good faith between the District and the Union, shall be submitted to binding arbitration.

102.03 The arbitration proceedings shall commence not later than within fifteen (15) days after the expiration date of the Collective Bargaining Agreement and shall continue in session until completed, with not more than fifteen (15) days after closing of the session for simultaneous briefs. The arbitrator shall be requested to issue his/her decision within ten (10) days thereafter. The District and the Union shall comply with the arbitration award forthwith, and the implementation of the award shall not be delayed pending ratification of the award by a court or any challenge by court action to the contents or validity of the award; provided, further, in the event of any subsequent final court order modifying or altering the award in any particular, the District and the Union shall promptly comply with the determination of the court. The District and the Union may by mutual consent modify the time requirements set forth above.

102.04 The expenses of the arbitrator and any required transcript shall be borne equally by the District and the Union. The arbitrator shall be an arbitrator with

wide experience in labor arbitration as an impartial chairperson who has been jointly chosen by the District and the Union in accordance with the provisions of the Transit District Law.

- 102.05 Nothing in this Section shall be construed to prevent the District and the Union from agreeing to submit any matter to binding arbitration, notwithstanding whether the Union does or does not have the right to strike.
- 102.06 The provisions of this Section 102.0 shall continue in effect in succeeding contracts as long as any party to the Agreement desires that they continue.
- 102.07 The neutral arbitrator provided for under the provisions of Paragraph 102.03 above shall be selected by lot from among the arbitrators named in the panel of arbitrators currently utilized in the handling of grievances under the Agreement. In the event none are able to serve, the arbitrator shall be selected from a list composed of arbitrators that have arbitrated disputes between the District and the Union in the previous three (3) years prior to the expiration date of the most recent Agreement.

MEMORANDUM OF UNDERSTANDING
SIDELETTER
TRANSPORTATION SIGN-UPS

A trial division sign up will be conducted at Division Four (East Oakland) Transportation three weeks in advance of the normal division sign-up in March or December.

In order to determine the feasibility of week-long sign-ups with unpackaged runs, the trial sign-up will incorporate the following elements:

Held over a one to two week period.

District will determine the days on which the sign-up will be held.

District will determine the time to conduct the sign-up.

Operators wishing to be present at the sign-up will be relieved to attend.

In seniority order, Operators will select a run.

Operators will then select days off in seniority order.

When there are no more runs which work for five consecutive days, the remaining runs will be sorted and the group reliefs established with the remaining days off.

The remaining Operators will then sign the packaged group reliefs in seniority order.

At the close of the sign-up, the Union and the District will meet to determine the feasibility of this method of signing. If the sign-up is successful, the resulting choices will stand and no parallel sign-up will be held. If there is a dispute regarding the sign-up that cannot be resolved, the regular sign-up will be held.

MEMORANDUM OF UNDERSTANDING IMPROVED SERVICE & SIGN-UP

The parties recognize that service is improved when passengers can expect the same driver on a run, over time. Moreover, improved employee morale, decreased stress levels, lower accident rates result from the same runs being posted at the sign-up. When drivers are able to remain on the same line from sign-up to sign-up, service is improved and both customer and employee satisfaction are attained.

Consistent with the parties commitment to the joint problem-solving process, we agree that the planning process should include appropriate stakeholders. The Service Bank concept in the 1997 Agreement was a first attempt to open up this process.

The following specific strategies will be implemented to simultaneously achieve three goals;

- (a) runs remaining the same from sign-up to sign-up from September through June, b) maintaining appropriate efficiency in the runcut, c) including stakeholders in service changes.
- (b) A workshop designed to define the organization's vision for future service and service changes. Workshop to include appropriate stakeholders.
- (c) Determine the level of flexibility of the new computer software program. Resolve issues concerning parameters in runcuts – so that the parties know specifically what can be done without disturbing the entire run structure.
- (d) Establish what amount of service change should

trigger a runcut, or agree on the conditions that would trigger a runcut, ie; the magnitude of proposed service changes or cost of proposed service change..

(e) Define stakeholders – who needs to be included and when - in the process of planning new service or changing existing service.

MEMORANDUM OF UNDERSTANDING

The parties agree to the following incentives to achieve high quality service.

NEW OPERATORS:

Bus Operators who, during their first forty-two (42) months of employment in revenue service after the successful completion of their training period, complete a period of twelve (12) consecutive (rolling) months without having a chargeable accident, written complaint regarding discourteous treatment, or running sharp, will be credited with one (1) additional year of qualifying experience for the purpose of establishing their minimum hourly wage rate. Seniority will not be affected in any way as a result of this MOU. The effective date of the increase for those Bus Operators who qualify for this incentive will be the calendar month immediately following the date of the (12) consecutive month qualifying period.

SENIOR OPERATORS:

Bus Operators who, are not in the progression period are also eligible for an incentive. Operators who complete a 12 month period during which they have no chargeable accidents, written complaints regarding discourteous treatment, or running sharp shall receive a \$500.00 bonus.

The Employee must apply to the Division Superintendent at the completion of his/her twelve-month qualifying period. The District must pay the incentive no later than 30 calendar days after the application for payment.

MEMORANDUM OF UNDERSTANDING
MATERIAL WITNESSES AT FIRST LEVEL HEARINGS

The parties hereby agree to the following procedure with regard to the first level hearings.

If either party intends to call a material outside (i.e., non-AC Transit) witness to present testimony, it will give written notice to the other party at least 72 hours prior to the time scheduled for the first level hearing. Written notice shall be given to the Superintendent, for the District and the Shop Steward with a copy to the union office for the Union.

If the other party decides to exercise its one time continuance of the hearing, but fails to provide written notice of its intent to request a continuance at least 24 hours before the time scheduled for the first level hearing, the material outside witness may at his/her option provide testimony telephonically on the date that the first level hearing is rescheduled.

MEMORANDUM OF UNDERSTANDING
APPRENTICESHIP PROGRAM AND MAJOR
FACILITIES REFURBISHMENT

1. The parties agree to implement a three year, State certified, Facilities Maintenance Apprenticeship program to train Facilities Maintenance workers in both the Building Trades and Mechanical fields. Along with program implementation the District shall consider additional staff as recommended in the Draft Facilities Maintenance Training Program.

2. The District has a requirement to do a major refurbishment of the facilities within the six months between June 30, 2001 July 30, 2002 to include the following:

Repaint & Refurbish entire facilities or major portions of facilities

This agreement does not apply to minor routine maintenance. Routine maintenance such as repair of existing paint jobs or painting of an individual's office will continue to be done internally during this period.

Whenever possible, opportunities to train alongside workers doing the renovation will be used.

MEMORANDUM OF UNDERSTANDING
RETIREMENT MEDICAL TRUST

The District will continue to pay \$.10 per hour for all hours worked by employees in ATU classifications into the ATU/AC Transit Retirement Medical Trust.

MEMORANDUM OF UNDERSTANDING RETIREMENT HOUSING

The parties agree to make use of the AFL-CIO building fund to obtain the resources to build or acquire housing for AC Transit retirees. During the term of the agreement a study will be done to determine all sources of funding for the project.

The parties agree to explore a ten (10) year design, build and occupy schedule.

MEMORANDUM OF UNDERSTANDING SUFFICIENT RUNNING TIME

Because Section 48.0 of the current collective bargaining agreement sets forth the requirement for "sufficient running time," the parties want to comply with that provision.

Recovery and running times were developed in 1953 and since that time traffic signals, use of lifts, construction, and other changing conditions have made the time inadequate on many lines. The scheduling department routinely adds 10% to recover times because of the inadequate running times.

The parties are committed to high quality service and therefore agree to work jointly to identify running time concerns and solutions. As solutions are found they will be proposed to the General Manager for review and resolution.

MEMORANDUM OF UNDERSTANDING
CHILDCARE TRUST

The District shall contribute \$.03 cents per hour per employee for all hours worked by employees in ATU classifications. The purpose of this contribution is to assist ATU members with their childcare needs.

The Childcare Committee shall be responsible for working out the details on how to implement childcare programs.

The Trustees of the Medical Trust shall determine how the childcare portion will be added to the Trust.

MEMORANDUM OF UNDERSTANDING SCHOOL BUS MONITORS

The parties agree to continue the current school bus monitoring program at the Richmond schools. Further, the parties intend to continue to try to implement the program with the Oakland schools.

MEMORANDUM OF UNDERSTANDING IMPROVE SPOT TIME

No later than March of 2001, the parties agree to research and determine whether improvements should be made on spot time on lines consuming less than 30 minutes one-way, runs consuming between 30 and 59 minutes, interlined runs and one-way loops.

One-way loops are defined as runs that do not have a rest spot at the end of the line such as the 53 line, or the 1, 2, 3, lines. Interlined runs are runs that have been combined into one run. Since these types of runs may not need spot time at one end of the line – the spot time requirements may be different – depending on the line.

MEMORANDUM OF UNDERSTANDING REDUCTION OF VANDALISM

The District and Union are committed to providing high quality transit service in the East Bay. The parties recognize that vandalism on buses (1) impacts the quality of the service provided to our riders; (2) puts unnecessary pressure on bus operators; and (3) places a drain on the District's financial resources.

The parties agree to implement strategies, as noted below, to begin to reduce vandalism during the term of this agreement.

- (d) Establish an outside monitor program to provide an official presence on targeted school service runs to assist in deterring vandalism.

Operators and Mechanics will provide feedback that will be incorporated into a vandalism tracking/system indicator program.

MEMORANDUM OF UNDERSTANDING
PROVIDE CUSTOMERS AND COMMUNITY
FLEXIBLE SERVICE

The District and the Union are committed to exploring those options that will provide customers and the community flexible service alternatives, in addition to the fixed-route service currently provided.

During the 1997 negotiations, the parties explored a number of ways to improve bus service and concluded that in addition to traditional, fixed-route service, there are a variety of hybrid services that could accommodate a specific community need and result in savings.

The geographical areas of service initially considered for the various types of general public flexible service are Southern Alameda County, and heavy-demand para-transit areas of the District.

The Parties will explore a range of alternatives that include but are not limited to: route and/or point deviation, shuttle, subscription service, and service designed to carry passengers who participate in welfare to work, school to work, and worker displacement programs.

The Parties will explore, develop and implement the most creative options that will provide a model of general public flexible service and/or enhance current fixed route service.

MEMORANDUM OF UNDERSTANDING CONTINUING PROBLEM-SOLVING PROCESS

The District and ATU agree that during the term of this collective bargaining agreement that ongoing discussions and development of processes will be necessary in order to fully implement the intent and spirit of this document.

MEMORANDUM OF UNDERSTANDING CALIBRATE THE EFFECT OF EMPLOYEE SATISFACTION ON SERVICE

Based on research during the 1997 negotiations, the parties agree that front-line workers and passengers should be the center of concern for the organization. The new paradigm requires a radical shift in the way the District measures success. The new ideas require innovative measurement techniques. These techniques calibrate the impact of employee satisfaction, and customer loyalty on service delivery and assess the corresponding impact on growth and improved service. In fact, the lifetime value of a loyal customer can be astronomical, especially when a positive awareness of AC Transit and the fully Unionized workers is added to the economics of customer retention and repeated consistent use of the system.

The parties agree that during the term of this agreement we will put "hard" values on "soft" measures. We will attempt to create "apostles" – passengers so satisfied that they convert the uninitiated to the service; and avoid creating "terrorists" – customers so unhappy that they speak out against a poorly delivered service at every opportunity.

Satisfaction indicators will be developed jointly and overlaid upon current service delivery.

MEMORANDUM OF UNDERSTANDING INTERNAL REVIEW AND RESPONSE

The parties agree that in order to foster trust and respond to the concerns of union members regarding disrespectful or undignified treatment by supervisors, and internal review and response system is necessary.

The Internal Review and Response Group (IRRG) will meet monthly to discuss any memos submitted, or issues raised by ATU members regarding situations in which managers were disrespectful or undignified

The Union appointees to the IRRG will meet to review and evaluate the facts around the complaint and determine whether the complaint should be handled in this process or in some other manner. The IRRG is not intended to circumvent the grievance procedure.

Subsequent to the union review and evaluation process, issues will be presented to IRRG appointees of the General Manager. The combined group will attempt to resolve issues, using a joint problem solving process.

Responses will include, but will not be limited to:

- Training for involved parties
- Union review
- District review
- Joint problem solving
- Documentation

In all cases, a written response will be sent to all involved.

MEMORANDUM OF UNDERSTANDING
ADA TRAINING & CIVIL RIGHTS

Effective upon the signing of this Agreement, driver training on the Americans with Disabilities Act (ADA) shall include a full day of one-on-one interaction with people from the disabled community. Training shall include tie down on all types of buses, sensitivity, and civil rights of disabled people.

MEMORANDUM OF UNDERSTANDING UNION PARTICIPATION IN HIRING

The parties recognize that hiring the highest caliber workforce in the positions represented by the Union will serve the District well currently and into the next century.

The Parties agree that the Union's participation in the hiring process for ATU positions (consistent with all applicable laws and regulations), could facilitate the hiring of the most qualified applicants.

During the term of this agreement, interview panels for the selection of new hires for ATU positions will consist of three (3) parties: (1) a Superintendent or Assistant Superintendent; (2) a driver or other representative of the class being hired; and (3) a Human Resources representative.

MEMORANDUM OF UNDERSTANDING DRIVERS' COMMITTEE

Purpose

The joint labor/management committee was formed in August, 1994 by the District and the Union to begin a new process for involving bus operators in:

- Recommending policy changes to the General Manager and Board of Directors (e.g. open door policy at the end of the line; low floor bus purchases; ergonomic design of bus compartments)
- Running time concerns and possible solutions
- Suggesting service improvements—community specific and district-wide (but not overall service cuts)
- Serving as liaisons with all other operators at each division for purposes of bundling their written and verbal ideas and suggestions, reporting to the Drivers' Committee and looping feedback to the divisions about action taken
- Understanding the scheduling and runcutting process and exploring jointly developed data in these areas
- Learning and applying new skills in problem solving and decision making
- Developing reports to the General Manager and the Board where requested
- Meeting periodically with members of the Board of Directors and other Executive Staff

Composition

The Drivers' Committee members are appointed within the ATU structure. Ideally there are two (2) or three (3) drivers

from each of the four (4) divisions appointed to the Drivers' Committee. The Director of Operations and his/her designee(s) are the management representatives on the Committee. Periodically, the Chief Operating Officer, President of ATU Local 192 may participate in the activities of the Committee.

Operating Procedures

The Parties will agree upon the details of the operation of the Drivers' Committee, including:

- Selection and terms of chairpersons and/or cochairpersons
- Groundrules
- Meeting times and frequency
- Referral process to Drivers' Committee
- Meeting format
- Use of "parking lot" for issues that will be addressed at future meetings of the committee
- Guidelines for observers/visitors at Committee meetings
- Recordkeeping group memory of meetings
- Administrative and budget issues
- Training and orientation for new Committee members
- Monitoring, evaluation and reporting processes

MEMORANDUM OF UNDERSTANDING RE SERVICE LEVELS

The parties recognize that the primary function of the District is to provide reliable and comprehensive bus service to meet the transportation needs of the public in Alameda and Contra Costa counties.

In order to maintain service at its present level and to expand service to meet the public's transportation needs, the parties agree to the following:

1. Should the District consider service reductions in the future, the District shall immediately notify the Union and discuss with the Union the nature, extent, reasons for, and impact upon the public and the employees, of any such service reductions. The District will work jointly with the Union to insure that all alternatives are considered prior to any service reductions. The intent of the parties is to work together to avoid adversely affecting the workforce.
2. This MOU is not intended to violate the collective bargaining agreement or the parties' collective bargaining rights and obligations.

MEMORANDUM OF UNDERSTANDING RETIREE MENTOR

Recognizing the wealth of experience of the veteran employee; and understanding that the District and Union may experience a loss of such experience with an improved retirement system, the parties agree to establish the Retiree Mentor Program.

The purpose of the program is to allow retired employees to return to the District for an agreed upon period during which the retiree would mentor new employees through the initial stages of their employment with the District.

Retiree mentors shall not replace or otherwise take the place of any current employee. Nor shall the retiree mentor take the place of a new hire into any future open job.

Retiree mentors hold "consultant" status.

MEMORANDUM OF UNDERSTANDING JOINT EFFORTS FOR FUNDING

The parties realize that the long term financial health of the District is a concern to both the Union and the District. Therefore, the parties agree, where appropriate, to continue to explore joint efforts to obtain new funding (ballot measures, joint legislative efforts, etc.). Nothing in this agreement is intended to supplant or change the Collective Bargaining Agreement.

As a means of providing a setting to explore new funding possibilities, the parties shall establish a Joint Efforts for Funding Council (JEFFC) that shall meet no less than once a quarter.

JEFFC shall have core participants from the Union and the District.

A record shall be maintained that includes the agenda, a brief outline of the issues discussed, the outcome and the work items generated for each participant.

MEMORANDUM OF UNDERSTANDING TRAINING PROGRAMS

We agree that if new systems aimed at optimizing negotiated improvements are to work, training must be the hub of the systems. AC Transit and ATU, Local 192, commit to creating a learning organization. To the extent possible, the parties will explore funding for training through joint applications for state and federal funding from vocational education programs and other untapped resources.

The unavailability of outside funding will not eliminate the obligation to train while implementing the following newly negotiated contract provisions. The areas of SKILL LEVEL TRAINING WILL INCLUDE:

1. New technology training and upgrading of skills for Maintenance Clerks, Schedule Analysts, Senior Schedule Analysts, and other general office clericals. The training for Schedule and Senior Analysts will include upgrading skills in scheduling software.
2. Continued skills upgrade within the Apprenticeship program.
3. Enhancing the skills of new part-time operators through modifying training programs to include early morning, late night, and heavy line runs with emphasis on pulling into and out of coach stops.
4. Enhancing the skills of operators converting from part-time to full-time through modifying training programs to include early morning, late night, and heavy line runs with emphasis on pulling into and out of coach stops.

5. Establish a new training program for operators who are about to complete ten years of service to include accident reduction strategies, awareness of the AC and regional transit systems, and provide strategies for anti-burnout interventions.
6. Provide conflict resolution training for Shop Stewards and Division Superintendents
7. Provide customer service training for Customer Service Clerks, SF Ticket Sellers, PBX Operators and other general office clerical employees who regularly interface with the public.
8. Provide leadership development for employees who are interested in improving their effectiveness in their current assignments.
9. Provide training for employees interested in career development.

The parties agree to jointly pursue outside training funding for the following programs

A "school to work" vocation program for high school students to develop skills such as political awareness of public transit issues, collective, labor movement and related bills to prepare them for careers as public transit operators, mechanics, and other ATU classifications.

Post –Journey Level training.

The District agrees to include in the Short Range Transit Plan the existing obligation to train apprentices and to establish goals for training that are on par in priority with operational goals.

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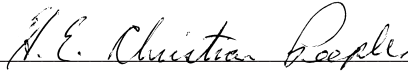
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IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 14th day of December, 2000.



H. E. Christian Peoples, Board President



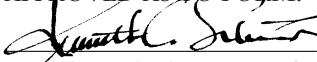
Rick Fernandez, General Manager

ATTEST:



Bardi Miraglia, Acting District Secretary

APPROVED AS TO FORM:

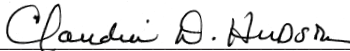


Kenneth C. Scheidig, Attorney for the District

AMALGAMATED TRANSIT UNION, LOCAL 192



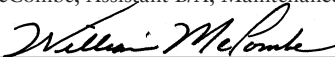
Christine A. Zook, President/Business Agent



Claudia Hudson, Vice President



William McCombe, Assistant B/A, Maintenance & Clerical



Robert Wooden, Assistant B/A, Transportation

ATTEST:



Deborah Johnson, Financial Secretary/Treasurer

ATTEND YOUR . . .

UNION MEETINGS

First Monday of Each Month

MEETING HOURS

10:00 A.M.

4:00A.M.

8:00 P.M.

UNION OFFICE

Amalgamated Transit Union

Local 192

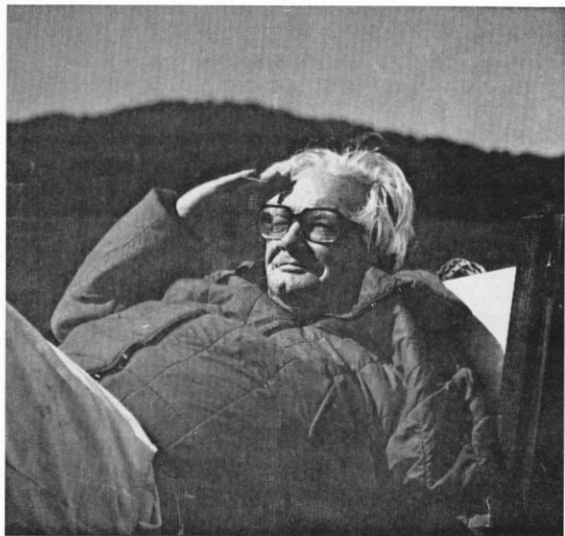
8460 Enterprise Way

Oakland, California 94621-1318

Phone (510) 635-0192

Stanley Harold Neyhart

1918 - 1996



"If you want peace, work for justice"

