

**Tentative Agreement
7/21/2025**


WAGE INCREASES

The parties agree to increase wages for all ATU classifications as follows:

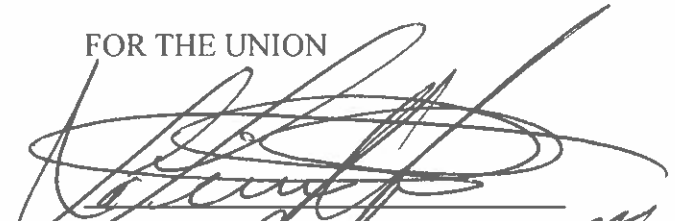
7/20/25-6/30/26 (including retro pay starting July 20, 2025)	4.00%
7/1/26-6/30/27	3.25%
7/1/27-6/30/28	3.25%
7/1/28-6/30/29	4.00%

Upon ratification, the wage tables will be updated accordingly.

FOR THE DISTRICT


Dated: July 21, 2025

FOR THE UNION


Dated: July 21, 2025



SECTION 4.0
GRIEVANCES

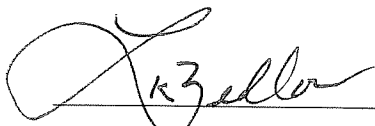
- 4.01 A grievance is defined as any controversy between the District and the Union arising out of or regarding the interpretation of any terms or the application of any terms in this Labor Agreement. A grievance must be filed in writing within fifty (50) days from the date of knowledge by the Union or the District of the facts that give rise to the dispute.
- 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 District's Labor Department.~~
- 4.03₂ 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.
- 4.03 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 District's Labor Department.
- 4.04 After the submission of the of the grievance to the superintendent of the division or clerical department manager as set forth in subsection 4.03 above, the parties shall promptly meet and endeavor to adjust the grievance. and a The superintendent or manager shall provide a written decision and in any event within ten (10) business days from the receipt of the grievance thereof unless the time is extended by mutual written agreement, and endeavor to adjust the grievance. If either the employee or the Union does not receive such written decision within ten business (10) days, the District shall forfeit the case.



District Counter to Union Counter Proposal
6/13/2025

- 4.05 ~~At the completion of the grievance hearing. After the submission of the grievance to the District's Labor Department as set forth in subsection 4.03 or after the Union's appeal of a decision by a superintendent or manager as set forth in subsection 4.04, the parties shall promptly meet and endeavor to adjust the grievance. The District's Labor Department shall provide a written decision within twelve (12) business days from the receipt of the grievance or appeal, unless the time is extended by mutual written agreement. Agreements to extend time shall not be unreasonably withheld. , 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 either the employee nor or the Union does not receives receive such written decision within said twelve (12) 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.

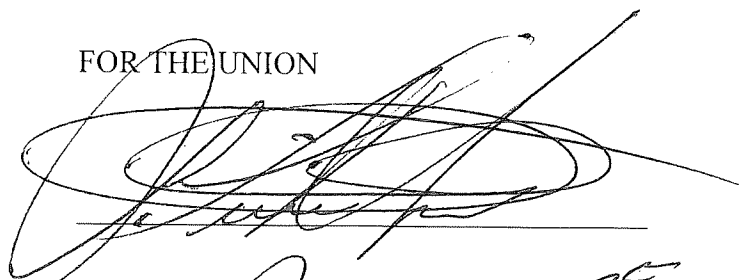
FOR THE DISTRICT


K. Zeller

Dated: _____

June 16, 2025

FOR THE UNION



Dated: _____

June 16, 2025

**AC TRANSIT
COUNTER PROPOSAL TO ATU COUNTER PROPOSAL**

**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 is working from the original proposal passed to ATU on 4.25.25

District and the Union within thirty (30) working days following the two-party arbitration.

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 renders 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.

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(g) The parties will also select a back-up neutral arbitrator who will hear expedited cases only if the primary arbitrator is unavailable. In the event that the primary arbitrator is permanently unavailable, the back-up arbitrator will hear all expedited cases until the primary and back-up arbitrator are filled by mutual agreement between the Union and the District. In the event the parties cannot mutually agree upon the selection of a primary or back-up arbitrator, the parties shall follow the process set forth in Section 5.06(j).

(h) For ~~a one-year period~~ the duration ~~following the effective date of this Agreement,~~ the District and the Union have agreed to the following panel:

Andrea Dooley

(Primary Arbitrator)

Yuval Miller

(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.

- District is working from the original proposal passed to ATU on 4.25.25

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:

Claude Ames	Ron Hoh
Alexander Cohn	Norman Brand

John Kagel	Catherine Harris
Andrea Dooley	

Yuval Miller

Najeeb Khoury

- (a) One (1) will be selected as neutral arbitrator. If the parties cannot agree which person shall be chosen, they shall strike for the neutral arbitrator.
- (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.

- District is working from the original proposal passed to ATU on 4.25.25

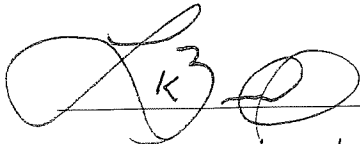


- (e) All arbitrators are requested to expedite their decision as the parties normally expect a decision to be issued within twenty (20) days after the conclusion of the hearing.
- (f) At the request of either party, a recording of the arbitration proceedings shall be made. Upon the agreement of the Union and the District, a stenographic report and transcript of the proceedings shall be made. If the parties do not agree, either party may bring a stenographer at its own expense.

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 limited 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.

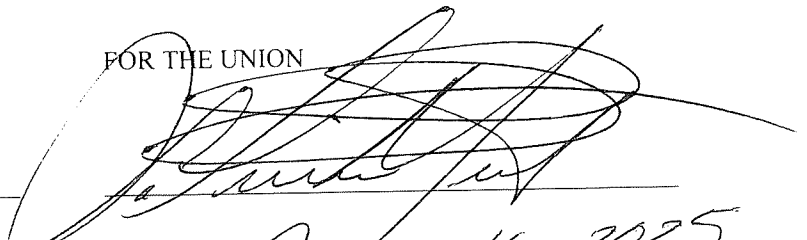
FOR THE DISTRICT



Dated:

7/16/2025

FOR THE UNION



Dated:

June 16, 2025

- District is working from the original proposal passed to ATU on 4.25.25

Tentative Agreement

7/21/2025

**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;

Tentative Agreement
7/21/2025

- (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, or use of accrued and available sick leave;
- (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

Tentative Agreement
7/21/2025

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 prearranged window, i.e.: 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 sixteen (16) 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.

Tentative Agreement

7/21/2025

- (10) Absences which are covered under the Family and Medical Leave Act ("FMLA").
- 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 bona fide illness will not be charged with an absence under this policy.
- 6.04 (a) Any employee who has absences as of ratification in **2025** ~~2016~~, 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

Tentative Agreement

7/21/2025

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.
- (4) The "perfect attendance bonus", defined in subparagraphs (c)(1) and (c)(2), is eliminated effective November 5, 2011.

6.05 (a) It is recognized by the parties that some absences are to be expected. Accordingly, the first **four (4) five (5)** 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 discipline under this section.

(b) Any employee who has **three (3) four (4)** 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 **third (3rd) 4th** 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 **five (5) six (6)** or more absences, in any rolling twelve-month period, he/she shall receive the following discipline:

Fifth (5th) Sixth (6th) absence - oral warning and counseling.

Tentative Agreement

7/21/2025

Sixth (6th) ~~Seventh (7th)~~ absence - written warning and counseling.

Seventh (7th) ~~Eighth (8th)~~ absence - suspension of five (5) workdays, and counseling.

Eighth (8th) ~~Ninth (9)~~ absence – discharge.

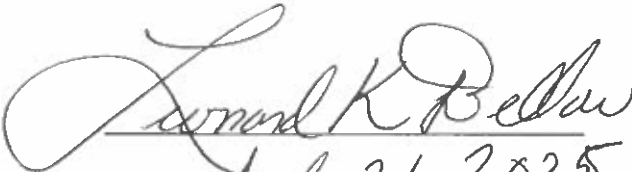
[The changes to section 6.05 and 6.06 outlined above shall become effective January 1, 2026 ~~March 1, 2014~~. Prior to that time the language from the 2019-2025 ~~2010-2013~~ CBA shall apply.]

- (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 or failure to meet the requirements under Section 13.09(c) 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.


**Tentative Agreement
7/21/2025**

- (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.

FOR THE DISTRICT


Dated: July 21, 2025

FOR THE UNION


Dated: July 21, 2025

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 work place safe and healthful. The District shall make every effort to ensure optimum working conditions **under Federal and State, Health and Safety Standards** and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light, noise levels, **safety signage, lane striping,** 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. **The District shall make reasonable efforts to inform the Union President or designee within twenty-four hours of knowledge of serious accident or illness.**
- (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.
- 10.04 In order to comply with California Public Utilities Code Section 99173, the District and the Union agree that the Union shall designate no more than three (3) representatives of the Union, at least one of which will be from transportation and one of which will be from maintenance, to act as the Union's exclusive representatives as set forth in said Code Section. These representatives shall be consulted by the District as soon as a new bus procurement is contemplated. Prior to developing the scope of work for the procurement, the District shall take the representatives' recommendations relevant to Code Section 99173 into consideration. This consulting process shall be completed prior to the District's Invitation for Bid Process Schedule. The District's Invitation for Bid (IFB) schedule shall

Tentative Agreement
6/30/2025

be strictly followed. The District is not bound by the recommendations of the representatives and has the final say on the procurement.

- (a) The District commits that all newly purchased motor coaches will have operator safety shields or similar safety equipment installed before they are operated by ATU transportation employees.
- (b) The District and ATU shall determine the design of the shield or similar safety equipment purchased to retrofit existing motor coaches consistent with this subsection. See Side letter "SAFETY SHIELDS FOR CURRENT MOTOR COACH FLEET" below.
- (c) Upon written notification by the Union of any legislation supported by ATU that provides a safer work environment for transit workers, District staff will present the Union's position on the legislation to the District's Board of Directors at the next practical time as an update on legislation is presented.

10.05 De-Escalation and Customer Service Training:

AC Transit will maintain a de-escalation and customer service training program that at minimum meets the requirements of the Public Transportation Agency Safety Plan (PTASP). The ATU President shall designate two ATU officers or ATU employees to meet and with the Chief of Safety and Security or their designee to provide input to de-escalation curriculum. The Chief or designee shall meet with the ATU representatives within thirty (30) days of ratification of this Agreement and annually thereafter to update the curriculum and incorporate best practices and standards as deemed necessary. In the event that there is disagreement on the content of the curriculum, the Chief or designee and ATU shall each submit their positions to the Progress In Action (PIA) Committee. In the event, the PIA is unable to reach agreement on the curriculum, the disagreement shall be submitted to arbitration under Section 5.08. In reaching a decision, the arbitrator shall only consider 1) Federal and State mandate, 2) the minimum requirements of the PTASP, 3) best practices for de-escalation training, 4) APTA Standards or similar practices, and 5) the conditions faced by ATU members in the course of their duties.

ATU shall identify ATU members who have received District approved de-escalation training to assist with the facilitation of the program. In the event of unsatisfactory performance, the District and ATU, will replace the ATU member with another ATU member who has received approved de-escalation training.

The District shall provide De-Escalation Training to all newly hired employees. In the Transportation Department, employees shall be trained on the first day of work after they certify. All ATU employees shall receive De-Escalation Training annually. Nothing in this section shall restrict the ability of the District to offer De-Escalation Training more frequently than set forth above.



Tentative Agreement
6/30/2025

[Upon agreement re Section 10.05, the parties agree to delete the De-Escalation and Customer Service Training Side Letter.]

FOR THE DISTRICT

FOR THE UNION

Dated: June 30, 2025

Dated: June 30, 2025

Tentative Agreement

7/21/2025

SECTION 12.0

PAY ALLOWED FOR INJURY ON DUTY

12.01 **This section applies to ALL ATU classifications.** 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 **unless the employee is unable to do so.**

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 Workers' ~~2~~s Compensation Act.

12.03 If an employee is off due to injury from an unprovoked assault, serious accident, **a traumatic event, or is hospitalization hospitalized** because of physical injury **incurred when an employee is within the course and scope of their job,** 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 Workers' ~~2~~s Compensation Act. **If the Employee Assistance Program (EAP) determines the employee is eligible for the Trauma Response Program, the employee shall be paid 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 Workers' Compensation Act. If EAP determines the employee does not qualify for the Trauma Response Program, the District's superintendent or manager shall determine whether the employee's three-day waiting period is paid under this Section. If the superintendent or manager denies payment for the three-day waiting period, the District shall notify the Union in writing within one week of the denial.**

- (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.
- (b) **Employees who are physically able to do so shall report unprovoked assaults, serious accidents, traumatic events, and other industrial injuries to the Operations Control Center (OCC) or their supervisor in the maintenance, materials or clerical department as soon as possible. When such events occur, the priority shall always be to ensure that the affected employee receives all necessary medical attention prior to submission of any documentation to the District.**
- (c) Stress Management and Crisis Response Program: The Safety Committees, the District's Protective Services Manager and Safety Administrator **shall** jointly developed and provide a Stress Management and Crisis Response Program, **which**

**Tentative Agreement
7/21/2025**

is tailored to the unique circumstances faced by ATU-represented employees. ~~The goal of this~~ This program is to provides peer intervention by ATU-members trained to be peer advocates by stress management and crisis professionals. ~~The initial employees to be trained as peer advocates shall be all Safety Committee members. Peer advocates will be excused from work the day following Stress Management and Crisis Response deployment when there are fewer than eight (8) hours between the end of their deployment and the start of their next day's shift.~~ The District shall be the sole determiner when ATU-peer advocates are deployed to an incident in accordance with the Stress Management and Crisis Response Program. ATU-peer advocates shall receive additional pay of two (2) hours if they are engaged to provide stress management and crisis response.

- 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 provided for under the Workers' Compensation Opt Out Program 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.

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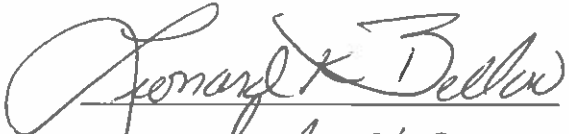
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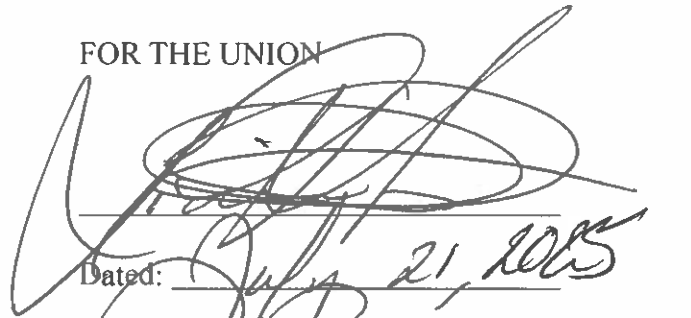
Tentative Agreement
7/21/2025

- 12.09 Workers' Compensation "Opt-Out" Program: The District may adopt a Workers' Compensation system utilizing alternative dispute resolution at its option if the Union agrees to the choice of Nurse Advocate and Ombudsman (see Cal. Labor Code Section 3201.7).

FOR THE DISTRICT


Dated: July 21, 2025

FOR THE UNION


Dated: July 21, 2025

Tentative Agreement

4/16/2025

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 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 three (3) 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 elect one of the following:
- 1. Cash out fifty percent (50%) of the days in excess of the one hundred and forty (140) day maximum accumulation and roll over the remaining 50% into a deferred compensation plan, or
 - 2. Cash out one hundred percent (100%) of the days in excess of the one hundred and forty (140) day maximum accumulation.
- ~~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.~~

Tentative Agreement

4/16/2025

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 sick leave 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 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. Driving for a transportation network company (TNC), motor carrier, or charter bus agency



Tentative Agreement

4/16/2025

in violation of Federal or State of California maximum driving time and rest period regulations interferes with an Operator's employment with the District. The employee must provide prior written notice on an "Outside Employment Form" to the District and the Union of such outside employment, including self-employment.

- (c) Employees who are on extended absence (absences exceeding five (5) consecutive work days) should engage with the Leave Management Department as soon as practical.

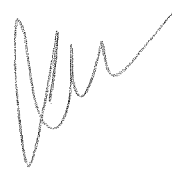
Once an employee has been absent from work for thirty (30) consecutive work days, the District shall mail the employee, by certified mail, (with a copy to the Union) a notice that the employee must meet with the District by the sixtieth (60th) consecutive work day of absence to actively engage the District's Leave Management department. If an employee is unable to meet in person with the District's Leave Management Department due to illness, the employee may engage with the District's Leave Management's department by telephone or by written communication. The thirty (30) day letter must include the following information:

1. The specific date by which the employee will be out sick for the sixty (60) consecutive workdays;
2. The requirement that the employee actively engage in the interactive process;
3. The right to Union representation, including at any meeting with the District's Leave Management department;
4. Notice that if the employee does not engage in the interactive process by day sixty (60), they may be disciplined, up to and including discharge, under Section 6.06(c);
5. Notice that if the employee does not qualify for protected leave or other leave permissible under this Agreement and cannot establish absence due to a bona fide illness of the employee or employee's dependent and continues to be absent thereafter, they may be disciplined up to and including discharge, under Section 6.06(c);
6. Notice employees are still subject to the thirty (30) day call-in requirement under Section 13.01.

Any discipline or termination under this sub-section will be subject to expedited arbitration under Section 5.0 of this Agreement.

- (d) Subject to sub-section 13.09(c), absence due to sickness shall not exceed one (1) year, unless the District has approved the employee's extended absence as a form of reasonable accommodation. 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.



Tentative Agreement
4/16/2025

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

FOR THE DISTRICT

FOR THE UNION


Dated: April 16, 2025


Dated: April 16, 2025

TENTATIVE AGREEMENT

2/7/2025

SECTION 15.0

BEREAVEMENT AND REPRODUCTIVE LOSS 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(h), 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, or if the days of leave are scheduled vacation days for the employee; ~~however, the five (5) workdays off must be tied to the day of the funeral or memorial service.~~ The days of bereavement leave need not be consecutive. Bereavement leave shall be completed within three months of the death of the family member.

Employees shall be entitled to and may use the five (5) workdays of bereavement leave in addition to their vacation days. Employees shall have the following options for use of their bereavement leave and vacation days:

- Using the bereavement leave immediately followed by using the remainder of the scheduled vacation, or
- Using the bereavement leave and rescheduling the remainder of the scheduled vacation days in accordance with Section 17, or
- Using the remainder of the scheduled vacation days and using the bereavement leave in accordance with this Section 15.01, or
- Returning to work (to work two (2) pieces of work on the Extra Board), using the bereavement leave in accordance with this Section 15.01, and rescheduling the remainder of the scheduled vacation days in accordance with Section 17.0

~~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~~

TENTATIVE AGREEMENT

2/7/2025

or

~~Saturday, Sunday, Monday, Thursday, Friday~~

15.02 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.~~

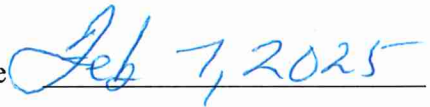
15.03 All employees shall further be granted five (5) working days leave with 8 hours straight time pay for reproductive loss leave. A reproductive loss event shall be defined as "the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction," consistent with Cal. Gov't Code Section 12945.6. The days of reproductive loss leave need not be consecutive. Reproductive loss leave shall be completed within three months of the event entitling the employee to that leave or, if the employee is on or chooses to go on another statutory or contractual leave, within three months of the end date of the other leave.

15.04 Notwithstanding the above provisions, Division personnel shall not dispute payment of bereavement leave with an employee who has lost a family member or suffered a reproductive loss. 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.


District




Date



Union



Date



**Tentative Agreement
7/21/2025**

**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 or the District has approved of an employee's extended absence as a form of reasonable accommodation under Section 13.09(c) and (d).
- (d) Any absence caused by reduction in force, providing good standing in the Union is maintained and severance pay has not been accepted. The leave of absence and accumulation of seniority under this provision terminates if the employee is not recalled to work within 36 months following the reduction in force. Upon termination of the leave of absence any available severance pay will be paid to the employee and his/her employment with the District shall cease.
- (e) Any violation either of the federal FMLA 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.
- (f) 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.

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.

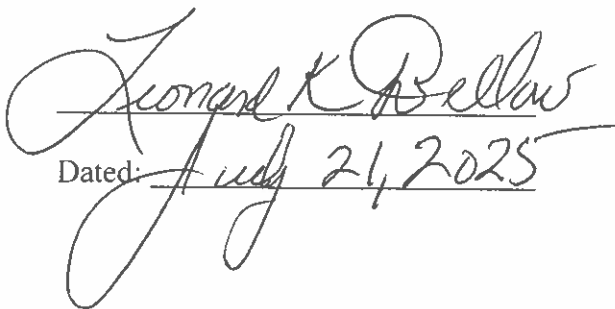
16.03 All employees covered by this Agreement will be granted up to ten (10) days annually for emergency leave when valid reasons are submitted to the department manager. The Union shall be notified by the District of the effective date of such leave and anticipated return.

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.

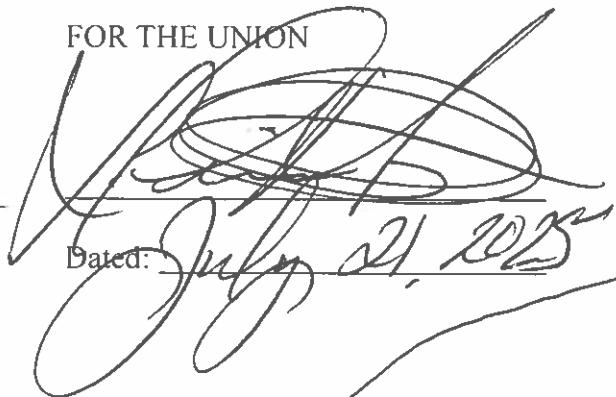
Tentative Agreement
7/21/2025

- 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 in accordance with the Family Medical Leave Act (FMLA) and California Pregnancy Disability Leave (PDL), and if applicable, the California Family Rights Act (CFRA), and any other relevant statutes. 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.
- (a) Bonding leave shall be granted in accordance with the FMLA, CFRA, and any other applicable federal and state laws.
- (b) At the employee's option, parents the employee may spread out their use of 12 weeks of bonding leave for a year up until the child's first birthday. work part time and gradually return to work for up to 12 weeks, and may request to work part time for additional time,
- 16.07 All questions of seniority shall be determined by the Union.

FOR THE DISTRICT


Dated: July 21, 2025

FOR THE UNION


Dated: July 21, 2025

**Tentative Agreement
7/21/2025**

**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, **Juneteenth**, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and two (2) floating holidays, (one in honor of Cesar Chavez), the employee's birthday or on the day following declared a legal holiday in lieu thereof, if any such holiday falls on a Sunday.
- 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. Birthday Holidays in Maintenance Department. The Parties agree that the Maintenance Department employees may work their birthday holiday and take the day off on another day that is combined with the employee's regular days off, or in some cases for the convenience of the District. Under this system, employees are not paid a premium on their actual birthday holiday (double time and one half). Rather the employee is paid at straight time on their actual birthday holiday and eight hours for the day taken in lieu of their actual birthday. For example, for an employee whose birthday falls on a Wednesday and his/her days off are Saturday/Sunday, the employee may work on Wednesday at straight time, then take Friday off and get paid eight hours for the holiday (Friday).**

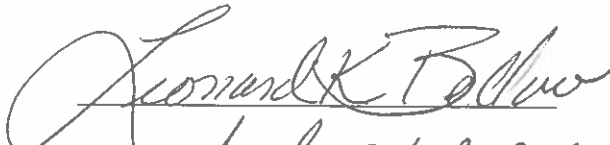
[Delete MOU re Birthday Holidays in Maintenance Department from back of book]

- 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 sick leave, 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.

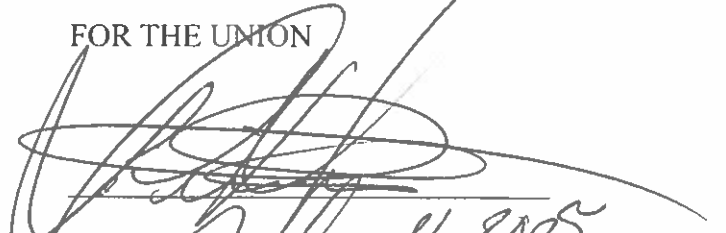
Tentative Agreement
7/21/2025

- 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.

FOR THE DISTRICT


Dated: July 21, 2025

FOR THE UNION


Dated: July 21, 2025

Tentative Agreement

7/21/2025

**SECTION 19.0
HEALTH AND WELFARE**

- 19.00 Employees will contribute the following monthly premium cost for their medical, dental, and vision benefits by way of payroll deductions. Where permitted by law, employee contributions shall be made on a pre-tax basis.

Effective January 2014, employee monthly contribution for medical/dental/vision is a flat rate of \$120.00 per month.

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. Until December 31, 2013, 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)~~ ~~Deleted—Reserved for future use.~~

- (e)(b) Employees will pay medical insurance co-pays equivalent to those paid by other District employees as of October 7, 2010. Employees should refer to the most recent Medical Plan documents and/or summary for a full disclosure of all required co-payments. The following is a summary of the co-payment requirements:

Co-Payment:	HMO	Kaiser
Office Visit/Preventative Care/Well Child Care	\$10	\$10
Immunizations	\$10	---
Emergency Room (waived if admitted)	\$35	\$10
Surgery – Outpatient	---	\$10
Mental Health Treatment (Outpatient)	\$30	\$10
Alcohol & Substance Abuse (inpatient)	\$100	---
(outpatient)	\$15	\$10
Physical, Occupational, and Speech Therapy	---	\$10
Home Health Care	\$10	---

- ~~(d)~~(c) 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.

Tentative Agreement
7/21/2025

~~(e)~~(d) 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.

~~(f)~~(e) Employees may only be covered under one District HMO plan at any given time. If two employees working for AC Transit are spouses they have an option to have their own medical coverage or to be covered under their spouse's medical coverage. They cannot, however, have their own medical coverage and be covered under their spouse's medical coverage at the same time. Similarly, their dependent(s) may be covered under the HMO plan of one spouse or the other but cannot be covered under the HMO plan of both spouses at the same time. As a result of changes to federal law, there is no longer a lifetime maximum benefit under the medical plans.

~~(g)~~ **Deleted—Reserved for future use.**

~~(h)~~(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.

Tentative Agreement
7/21/2025

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.

(i-g) Opt-Out Program

- (1) If the spouse or previously designated domestic partner 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 or domestic partner's medical plan, provided that the employee receives in the first payroll period of each month the Opt Out Payment as stated below in 19.01(i)(3); 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.
- (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 covered under his/her spouses health insurance receives in the first payroll period of each month the single coverage Opt Out Payment as stated below in 19.01 (i)(3); and provided further that the employees can return to individual 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.

Tentative Agreement
7/21/2025

- (3) Employees who enter the Opt Out Program will receive \$100 per month for single coverage, \$200 per month for double coverage or \$300 per month for family coverage. 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 percent/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 \$3,000.
- (b) Preventative Care: Insurance will pay one hundred percent (100%) of usual and customary charges. Preventative care shall include four (4) cleanings per year.
- (c) The District will continue to provide for all employees and their qualified enrolled dependents an orthodontics plan covering fifty percent (50%) of charges with \$4,000 maximum lifetime payment per individual.
- (d) If the spouse or previously designated domestic partner 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 or previously designated domestic partner's dental plan, provided that the employee opting out receives in the first payroll period of each month \$10 per month for single coverage, \$20 per month for double coverage, or \$30 per month for family coverage, 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.
- (e) 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 opting out receives, in the first payroll period of each month, \$10 per month for single coverage, and provided further that the employees can return to individual 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

Tentative Agreement
7/21/2025

remain in effect, only if AC Transit guarantees in writing that the above employee safeguards can be met.

- (f) The options set forth in subparagraphs (d) and (e) 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.
- (g) Employees may only be covered under one District dental plan at any given time. If two employees working for AC Transit are spouses they have an option to have their own dental coverage or to be covered under their spouse's dental coverage. They cannot, however, have their own dental coverage and be covered under their spouse's dental coverage at the same time. Similarly, their other dependent(s) may be covered under the dental plan of one spouse or the other but cannot be under the dental plan of both spouses at the same time.

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. Effective July 1, 2008, the annual vision frame allowance shall be \$200. In addition, the plan shall include photo chromatic, polycarbonate and polarizing lens options.
- (b) Employees may only be covered under one District vision plan at any given time. If two employees working for AC Transit are spouses they have an option to have their own vision coverage or to be covered under their spouse's vision coverage. They cannot, however, have their own vision coverage and be covered under their spouse's vision coverage at the same time. Similarly, their other dependent(s) may be covered under the vision plan of one spouse or the other but cannot be under the vision plan of both spouses at the same time.

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 deductible equivalent to those paid by other District employees as of October 7, 2010 for each prescription
- (b) Prescription drug coverage for employees enrolled in an HMO medical plan will continue to be provided through the HMO. The maximum deductible amount per prescription will be equivalent to those paid by other District employees as of October 7, 2010. Employees should refer to the most recent Medical or Prescription Plan documents and/or summary for a full disclosure of all required prescription

**Tentative Agreement
7/21/2025**

drug co-payments. The following is a summary of the co-payments required:

Prescription Drug Co-Payment:	HMO	Kaiser
Generic	\$5	\$5
Brand Name	\$15	\$10
Non-Formulary	\$35	N/A
Mail Order	2X co-pay	N/A

19.05 Life Insurance:

- (a) The District will provide group life insurance/death benefits in the amount of two (2) times each employee's annual base pay-through Group Life Insurance, ~~and/or the District's self-insured death benefit~~. The beneficiaries of any employee who dies while in active service of the District will receive an additional payment of \$20,000, for which the District will ~~self-insure~~ insure through Group Life Insurance.
- (b) On an annual basis, the District will provide the opportunity for each active employee to purchase additional Voluntary Term Life Insurance.
- (c) In addition to subsection (a) above, 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 life insurance coverage ~~and/or the District's self-insured death benefit~~ 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 will be required to pay the monthly employee contribution if they desire to remain covered by the medical plan, dental plan, and/or vision care plan. Employees 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.

For purposes of this provision an employee returning from a leave of absence and starting another leave of absence within 15 consecutive work days of his/her return from the prior leave of absence will have the period of return bridged in determining entitlement to six months benefit continuation while on a leave of absence. If the employee returns to work for more than 15 consecutive work days then the six month benefit continuation period will reset.

After the six (6) month period outlined above, the District will pay the monthly premium costs for Health and Welfare benefits for up to five (5) officers of ATU, Local 192 for the

Tentative Agreement
7/21/2025

duration of their time on official union leave. The union officers shall reimburse the District an amount equivalent to the contributions of ATU members.

19.07 Child & Elder Care – Dependent Care Trust

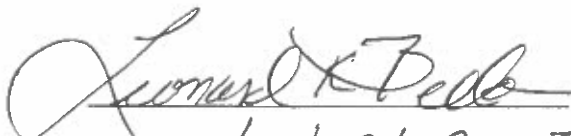
The District shall provide a program for employees whereby child and elder care will be paid for with the employee's pre-tax dollars at the licensed child or elder care facility of the employee's choice.

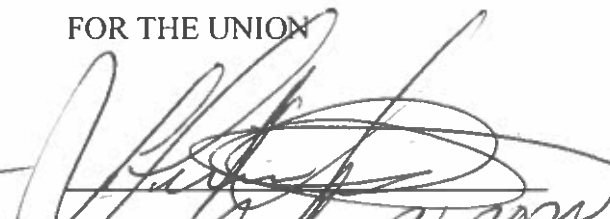
The District shall contribute ten cents (\$0.10) per hour per employee for all hours worked by employees in ATU classifications. The purpose of this contribution is to assist ATU members with their dependent care needs. The Dependent Care Committee shall be responsible for working out the details on how to implement programs.

The Trustees of the Medical Trust shall determine how the dependent care portion will be added to the Trust. The Dependent Care Trust will reimburse the District for four (4) hours of wages per day for the Dependent Care Coordinator, which is an ATU bargaining unit position.

FOR THE DISTRICT

FOR THE UNION


Dated: July 21, 2025


Dated: July 21, 2025

Tentative Agreement

7/21/2025

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 between July 1, 1990 and June 30, 1997.

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

- (a) For employees who terminate employment on or after June 30, 2008, the required years of continuous service for Pre-Retirement Death Benefit shall be eight (8) 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 out-lined in the pension plan document.
- (c) For employees who terminate employment on or after June 30, 2008, service retirement benefits shall be 2% at age 55, 2.25% at age 60 and 2.5% at age 65.
- (d) For employee who terminates employment on or after June 30, 2008, at age 55 (or older) retirement benefits shall be determined by the average of the highest three (3) years or the last 36 months, whichever is greater.
- (e) For employees who terminate employment on or after June 30, 2008, Service Retirement shall vest after 8 years (a reduction from 10 years.) A Total and Permanent Disability will also vest after 8 years and require 8 years of Service (a reduction from 10 years). Occupational disability retirement benefits shall continue to vest at ten (10) years and require ten (10) years of service.
- (f) For employees who terminate employment on or after June 30, 2008 the District will provide a "pop-up" option using Table 4 and Table 5 in the retirement plan, and the Plan will be amended in a manner similar to Amendment 07-A-13 of the AC Transit Employee's Retirement Plan. The employee's beneficiary under this "pop-up" option must be designated on or before the employee's retirement date. If elected, this option cannot be changed or rescinded after the employee's retirement date.

Tentative Agreement
7/21/2025

- (g) For employees who terminate employment on or after February 29, 2008 *[note: board must approve earlier date]* a Retirement Disability recipient will have the option of choosing a 50% Joint Survivor Benefit for their spouse, domestic partner or if they do not have a spouse or domestic partner they may elect an Eligible Child(ren). This benefit will use a table agreed upon by the Parties to compute the amount for the spouse/domestic partner. For the Eligible Child(ren) the Plan will compute a benefit in the same manner it does for the Pre-Retirement Death Benefit. Individuals who began receiving a Disability Retirement on or after 3/1/08 but before the Plan is/was amended will be given a one-time opportunity to select a beneficiary once the Plan is amended.
- 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 seventy-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.
- 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.

Tentative Agreement
7/21/2025

- (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 twenty-five thousand dollars (\$25,000) life insurance coverage. The District will permit any pensioner to purchase additional 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.
- (c) 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 have established and jointly administer a trust fund intended for use by retirees for postretirement medical. In (1997) the District contributed \$1,000,000 to the trust. Effective November 1, 2005, the District contributed \$1.00 per hour per employee for all hours worked. Effective July 1, 2008 the District contributed \$1.30 per hour per employee for all hours worked. Effective November 5, 2010, the District's contribution will be \$1.10 per hour per employee for all hours worked. The District contribution of \$1.10 per hour to the Retiree Medical Trust will increase to \$1.30 per hour if the Trust Fund falls below \$2 million in assets.

Effective July 1, 2016, the District will contribute \$1.40 per hour per employee for all hours worked. An actuarial valuation of the ATU Medical Trust will be initiated upon ratification of the 2016-2019 successor contract. If the actuarial valuation determines that \$1.40 per hour is insufficient to maintain \$2 million in assets, the contribution rate will increase to \$1.50 per hour effective July 1, 2017 for any period where the Trust fund falls below \$2 million in assets. If the \$1.50 per hour contribution cannot maintain \$2 million

Tentative Agreement
7/21/2025

in reserves, the parties will meet to determine the contribution rate necessary to maintain a \$2 million reserve.

District payments to the Medical Trust will be calculated monthly. The District's expenses for administrative and accounting work performed on the Trust's behalf will be submitted to the trustees for payment.

Effective November 1, 2005 the parties, through the ATU/AC Transit post-retirement Medical Trust, will pay 80% of the single Kaiser medical premium in effect on July 1, 2005, or approximately \$475 for current and future retirees between 55 and 64. After age 65, the reimbursement will be 80% of the single Kaiser senior advantage, or approximately \$275.

Effective July 1, 2008, the parties, through the ATU/AC Transit post-retirement Medical Trust, will pay 80% of the single Kaiser medical premium in effect on July 1, 2008, or approximately \$635 for current and future retirees between 55 and 64. After age 65, the reimbursement will be 80% of the single Kaiser senior advantage, or approximately \$335.

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 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.

**Tentative Agreement
7/21/2025**

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

Just prior to the eight-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 rollovers, 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.

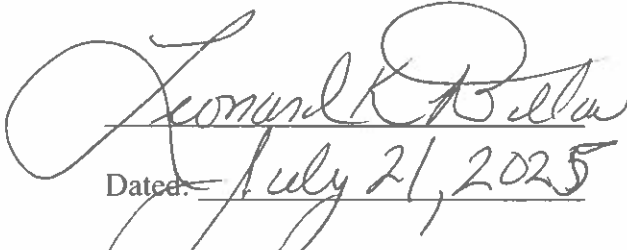
21.14 Deferred Compensation

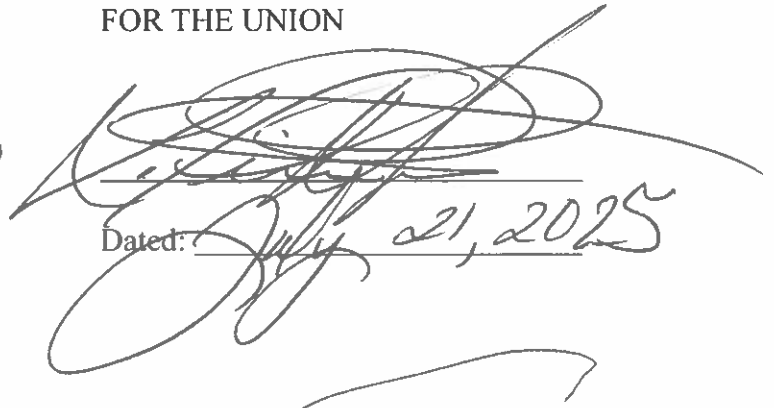
Upon and after the date of ratification of this Agreement, the District will contribute \$46.15 bi-weekly to the District's deferred compensation (457) plan for all employees hired on or after January 1, 2020. The District shall further maintain the deferred compensation (457) plan for all ATU employees.

[Delete Side Letter Agreement re Tier 2 Deferred Compensation Contributions from the end of the contract book.]

FOR THE DISTRICT

FOR THE UNION


Dated: July 21, 2025


Dated: July 21, 2025

Tentative Agreement
7/16/2025

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.

Employees working in extra-qualified positions will continue to receive greater of their run/shift pay or published rate of pay for the extra-qualified position.

~~Except as otherwise~~ Unless a higher rate is set forth in this Agreement, all employees assigned to train another employee shall receive a daily training premium of at least twenty percent (20%) of their base hourly wage for each day so assigned.

FOR THE DISTRICT

FOR THE UNION

Dated: July 16, 2025

Dated: July 16, 2025

TENTATIVE AGREEMENT
AC TRANSIT and ATU, Local 192

CLEAN UP LANGUAGE

- 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 Operations Control Center. When an employee is instructed by Central Dispatch Operations Control Center to report to his/her home division for the purpose of turning in lost property, or if Central Dispatch Operations Control Center 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.
- 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 Operations Control Center immediately for instructions.
- 49.04 Employees are encouraged to immediately report any problems they encounter with unclean restroom facilities directly to central-dispatch Operations Control Center or on the form provided by the District so that attention can be given to finding a solution to the problem as soon as possible. Upon receipt of a report from an operator, the District shall make a good faith effort to have the restroom owner clean the restroom.

If the restroom remains unclean for 48 hours after notification the District shall make its best, good faith effort to find an alternative restroom in the vicinity as soon as possible.

If employees become aware of potential locations for alternative restroom facilities they are encouraged to make such locations known to the District on the form provided by the District.

District

Union

Date

Date

Tentative Agreement
6/30/2025
SECTION 31.0
LECTURES, COACHING/MENTORSHIP

- 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.
- 31.03 ~~Driver training on Americans with Disabilities Act (ADA) may include one-on-one interaction with people from the disabled community. Training shall include tie down~~ Americans with Disabilities Act (ADA) Title VI drivers training shall include wheelchair and mobility device securements on all types of buses, sensitivity, and civil rights of disabled people.
- 31.04 The District and the Union agree to **establish** maintain a joint Operator Coaching/Mentorship Program which ~~will be~~ is administered by ~~a Joint Labor Management Committee (JLMC)~~ the Joint Apprenticeship Training Committee (JATC) to provide new Operators with continued support, coaching, and mentorship from veteran Operators. The purpose of this program is to develop a professional Operator workforce with excellent safety and customer service skills, to improve Operator retention, and to reduce Operator work-related stress, illness and injury.
- 31.05 The **JLMC JATC** has established an ATU 192 Mentor Coordinator position that is funded by AC Transit. This full-time position will be posted and filled through the District's recruitment process. The ATU **192** Mentor Coordinator position must be filled by a District employee, with applications open to members of AC Transit Transportation Division who have ten (10) or more years of experience as a District Bus Operator and meets standards for attendance, according to Section 6 of this agreement as well as District performance standards. An eligibility list shall be established through the District's recruitment process. The **JLMC JATC** will interview eligible candidates and make a recommendation to the ATU President and AC Transit General Manager or his/her designee on selection of the ATU **192** Mentor Coordinator. The General Manager or his/her designee may accept or reject the recommendation of the **JLMC JATC**. The final selection of the ATU 192 Mentor Coordinator will be made by the ATU President and AC Transit General Manager or his/her designee. The ATU 192 Mentor Coordinator shall retain their AC Transit benefits and ATU Local 192 Seniority while acting in the Mentor Coordinator position.

The ATU 192 Mentor Coordinator shall be paid an hourly rate of 5% more than the hourly rate earned by Line Instructors (which is thirty-percent (30%) above the Operator base rate of pay). The duties of the Mentor Coordinator shall be

Tentative Agreement

6/30/2025

described in a board approved classification specification.

31.06 The Department of Labor approved a Coach Operator Apprenticeship Program, No. 53-3021.00. AC Transit and ATU Local 192 shall appoint their representative members of the Joint Apprenticeship and Training Committee (JATC) **within thirty (30) days of ratification of this Agreement. The JATC shall have its first meeting within ninety (90) days of the ratification of this Agreement and shall continue** to meet at least once a month to implement the Coach Operator Apprenticeship Program. **One of the tasks of the JATC shall be to research and apply for external funding sources.**

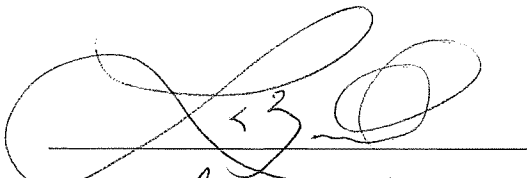
31.07 The District and the Union recognize that the implementation of new technologies may impact the nature of and skill required to perform bargaining unit work. The parties agree to preserve ATU bargaining unit work and to develop and maintain a highly skilled workforce in the advent of new technologies.

(a) The District agrees that all charging and fueling of Zero Emission Buses (ZEB) will be performed by ATU-represented employees. Further the District agrees that maintenance on ZEB propulsion systems and maintenance tasks performed by ATU-represented employees will continue to be performed on Zero Emission Buses by ATU-represented employees. The District commits to provide the necessary training required for employees to safely operate and maintain new technology. Work related to ZEB chargers and electrical distribution infrastructure will be determined at the sole discretion of the District.

(b) The District shall provide the Union at least 180-days' notice prior to implementation of any new technology that may reduce, eliminate, or materially change bargaining unit work. Upon receipt of such notice, the Union and the District will meet and confer over the effects of the new technology.

(c) **The District and the Union shall establish a joint labor management committee for the purpose of meeting and conferring over the District's safety and training policies, curriculum, and plans for maintaining, repairing, charging and refueling of the District's ZEBs. The Union members of the committee shall be the Union's Assistant Business Agent for Maintenance, Clerical and Stores, and two employees appointed by the Union President.**

FOR THE DISTRICT



Dated:

June 30, 2025

FOR THE UNION



Dated:

June 30, 2025

TENTATIVE AGREEMENT

5/7/2025

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 examinations required by the State or the District shall be paid for by the District **when employees obtain their medical DOT certificates from a District contracted vendor. At their own expense, employees may obtain their medical DOT certificates from any DMV certified provider. If employees obtain their medical DOT certificates from other than District contracted vendors, the employee must sign a waiver and release form allowing the District to verify the medical DOT certificate provided by that non-contracted vendor.**
- (c) **DOT and Medical License Requirements: All Commercial license holders are required to submit hard copies of their DOT medical certificate, CA driver's license, and DMV receipts to their division management staff within one (1) week of any changes to their driving record.**

33.02 Loss of License for DUI

In cases of revocation or suspension of a driver's license either administratively or through judicial revocation for a period of twelve (12) months as a result of driving under the influence of drugs or alcohol.

- (a) The District will refer the employee to the Substance Abuse Professional (SAP) for an evaluation and recommendation pursuant to the terms of the parties' Alcohol and Substance Abuse Policy. The employee shall cooperate with and complete the rehabilitation program recommended by the SAP, and shall be subject to the terms and conditions of the Alcohol and Substance Abuse Policy. External qualifying alcohol programs will be allowed in lieu of the District program.
- (b) The employee has up to thirty (30) days following reinstatement of the employee's license by either the DMV or the Court, whichever occurs first, to be certified and return to work.
- (c) In the case of extenuating circumstances, the District may extend the leave time.



TENTATIVE AGREEMENT

5/7/2025

- (d) Any further loss of license for a DUI shall result in termination.
- (e) During any absence as defined above, the employee will pay his/her own monthly premiums for dental, medical, prescription drug, vision and District paid life insurance coverage.
- (f) Pursuant to Section 5.05, the parties stipulate that pending cases involving revocation or suspension of license for a DUI shall be subject to expedited arbitration. The procedures for expedited arbitration in Section 5.0 shall be followed. The expedited arbitration panel may consider any evidence presented by the parties. The Union may present evidence of mitigating circumstances and the District may present evidence of aggravating circumstances. These may include, for example, length of service and commitment to rehabilitation and the employee's overall record. The parties will jointly identify all pending DUI disciplinary cases and commence the expedited arbitration of pending case as soon as possible.

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.


District



Date

5/7/2025

Union



Date

May 7, 2025



**Tentative Agreement
7/21/2025**

**SECTION 35.0
OPERATOR PROBATIONARY PERIOD**

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

(a) Probation may be extended by mutual agreement of the Union and the District for a period not to exceed 60 calendar days.

35.02 **Effective upon ratification of the July 1, 2025 Agreement, newly hired bus operators shall have a forty-eight month progression period as set forth below. All operators who have not yet reached full pay will be advanced to the appropriate step based on their experience.**

(a) First twelve (12) months of employment – Seventy percent (70%) of applicable rate.

(b) Next twelve (12) months of employment – Eighty percent (80%) of applicable rate.

(c) Next twelve (12) months of employment – Eighty-five percent (85%) of applicable rate.

(d) Next twelve (12) months of employment – Ninety percent (90%) of applicable rate.

(e) Thereafter One Hundred percent (100%).

[NOTE: See Wage Table, Section 68.0.]

~~All current Operators shall remain in the 30 month or 42 month progression. Effective on and after January 8, 2014, newly hired bus operators shall have a forty-eight (48) 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.~~

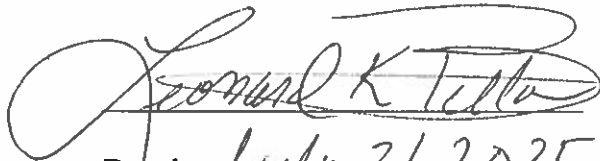
~~(e) Next twelve (12) months of employment – Ninety percent (90%) of applicable rate.~~

**Tentative Agreement
7/21/2025**

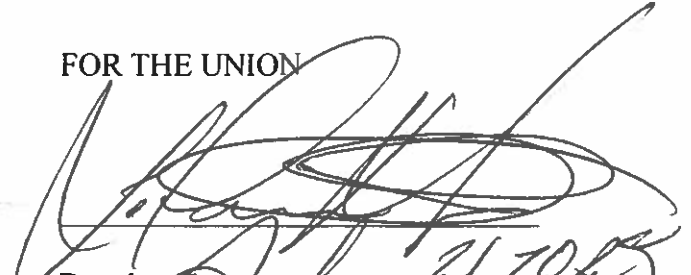
(f) ~~Thereafter one hundred percent (100%).~~

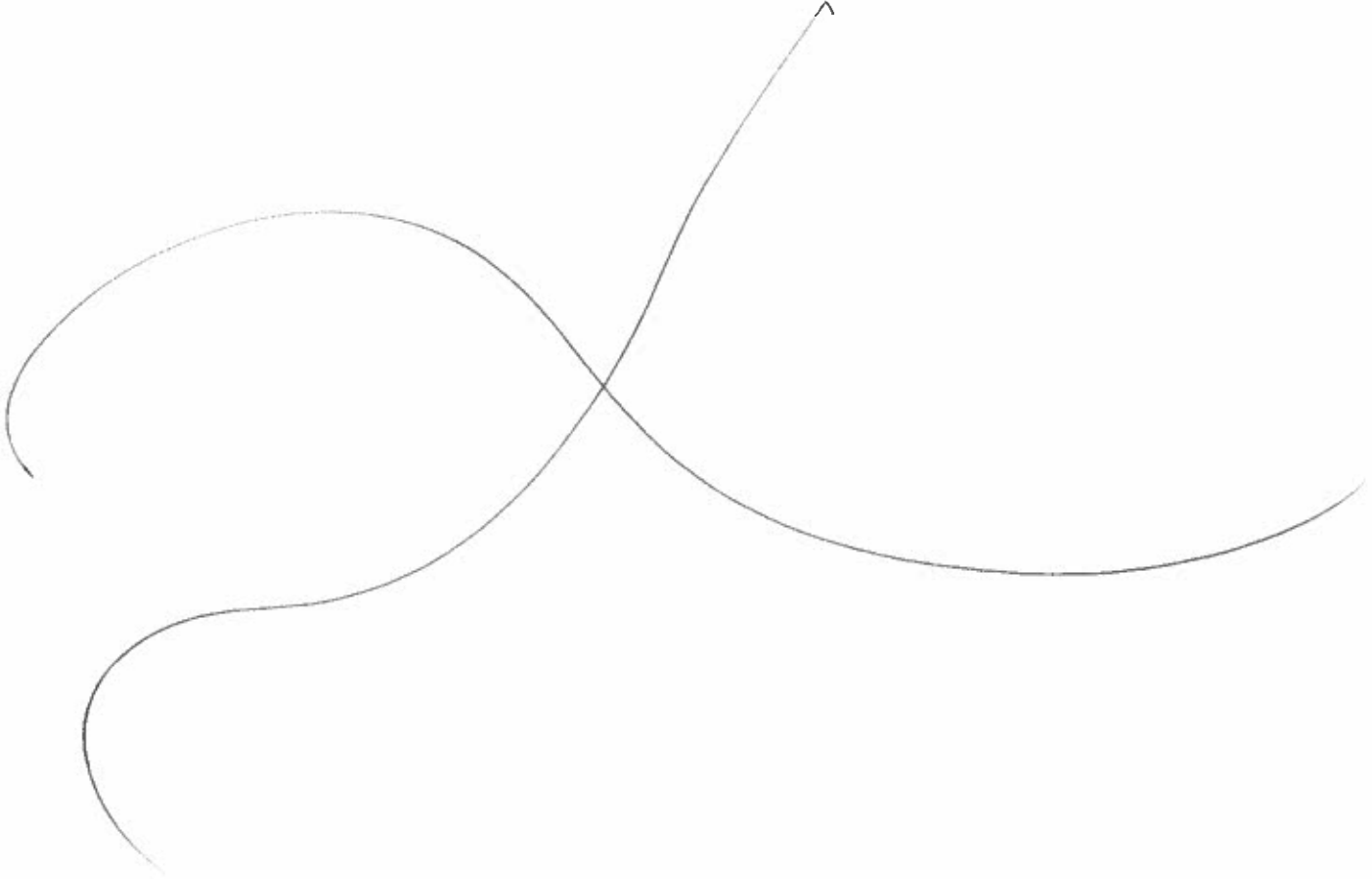
[NOTE: ~~See Wage Table, Section 68.0.~~

FOR THE DISTRICT


Dated: July 21, 2025

FOR THE UNION


Dated: July 21, 2025





Tentative Agreement

5/22/2025

SECTION 36.0
DIVISION OFFICE EMPLOYEES

- 36.01 Division office clerks, dispatchers, mail messengers and time keepers shall hold their seniority in their respective classifications. 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, dispatcher, mail messenger or time keeper), it shall be bid on the basis of qualifications and seniority by employees within that classification.

[NOTE: References to control room operators, S.F. ticket sellers, and combination dispatcher-vault puller were removed in 2013. Should these positions ever be revived they will be included in the ATU bargaining unit.]

- 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, dispatcher, mail messenger or time keeper positions must be District bus drivers and will be broken in on such shifts as are deemed necessary. No bus driver or dispatcher 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, dispatcher, mail messenger or time keeper. During such intervening period he/she may be assigned as a clerk, dispatcher, mail messenger or time keeper 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. For Division Office employees, placement at the bottom of the seniority list twice will result in removal from the Extra-Qualified List. Once a permanent position becomes available at the home division of an employee who has been trained for the position and has been offered the position by seniority, said employee must accept the offer within twenty-four (24) hours or s/he will be removed from EQ list for that position.

- (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, dispatcher, or mail messenger 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.

Tentative Agreement

5/22/2025

- (c) Employees applying for clerk, dispatcher, or mail messenger 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.

Tentative Agreement

5/22/2025

- 4. The District shall establish extra qualified lists for the BRT Platform Agent, Dispatcher, Division Clerk, Mail Messenger, and Time Keeper. Employees who meet the minimum qualifications as determined by the District will be placed on the relevant extra qualified lists by seniority.**
- 5.** 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.
- 6.** 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 timekeepers. The date for the sign-up will be mutually agreed upon by the Union and the District.

Tentative Agreement

5/22/2025

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 and one (1) casual vacation day per day per Division.

36.12 The District agrees to present claims for shortage 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

CLASSIFICATION
Chief Dispatcher

* 15% above Dispatcher

CLASSIFICATION
Dispatcher

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

Employees in any classification listed in section 36.13 assigned to train another employee working in a classification listed in that section of the CBA shall receive a daily training premium of twenty percent 20% of their base hourly wage for each day so assigned.

CLASSIFICATION
Timekeeper 1st six months
Timekeeper Thereafter
Lead Timekeeper
Division Clerk 1st six months
Div. Clerk Thereafter

Tentative Agreement

5/22/2025

Mail Messenger

[Wage tables to be updated]

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

FOR THE DISTRICT:

FOR THE UNION:

Dated: May 22, 2025

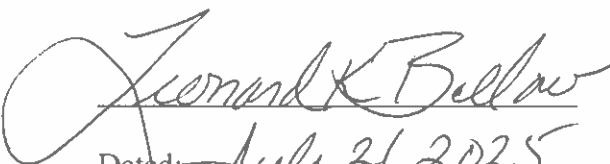
Dated: May 22, 2025

**Tentative Agreement
7/21/2025**

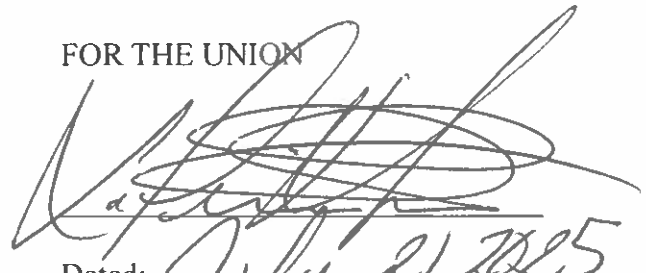
**SECTION 37.0
DRIVERS' COMMITTEE**

- 37.01 The District agrees to recognize a Drivers' Committee comprised of two (2) Operators from each operating division as selected by the Union. There will be one alternate from each division. The alternate will only be released for Drivers' Committee purposes if a designated committee member from his/her division is unavailable. One of the committee members will be selected as chairperson by the Union President.
- 37.02 The Drivers' Committee will meet with representatives of the District one ~~half~~ **full** day every month except the months in which the Drivers' Committee is working on the sign up (i.e. if 4 sign ups per year there will be 8 regularly scheduled Drivers' Committee meetings) at a time and place determined by committee members and announced on the agenda 48 hours prior to the meeting. **The parties can mutually agree to cancel or reschedule meetings. Drivers' Committee members will work either their a.m. or p.m. shifts on the days of Drivers' Committee meetings.**
- 37.03 The Chair **and the District** may request that representatives of the Scheduling Department or other District departments be present at committee meetings to address specific concerns of the committee.
- 37.04 The Chair **and the District** shall prepare and circulate an agenda for the committee meeting at least 48 hours in advance of the scheduled meeting. **If either the Chair or the District does not timely provide agenda items, the meeting will proceed based on the agenda items that were timely received. If an agenda is not circulated on time the meeting for the month will be cancelled.**
- 37.05 The purpose of the committee is to address Operator concerns **regarding runs, schedules, bus stops, routes and related matters** in a cooperative manner; provide a means for Operators to provide input and **develop suggestions for** more efficient operations of the system; and/or raise any other issues of interest or concern from the Operators.
- 37.06 Drivers' Committee members shall be paid their run pay or 10 hours, whichever is greater, for each day of Drivers' Committee work.**

FOR THE DISTRICT


Dated: July 21, 2025

FOR THE UNION


Dated: July 21, 2025

Tentative Agreement

~~Union Proposal~~

3/7/2025

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 for up to 18 months; thereafter a new uniform must be worn.
- (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 jackets with the ATU logo ~~is~~ are authorized. District identification must be visible.
 - (d) Employees are authorized to wear apparel and hats with the ATU logo consistent with the Uniform Policy. 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 or blazer. Replacement shall be limited to not more than once each contract year.

FOR THE DISTRICT

FOR THE UNION

Dated:

3/7/2025

Dated:

March 7, 2025

District to Union Counter Proposal
7/3/2025

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 **in August**, 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 District will pay for one Union Steward per division to attend sign-ups in order to assist the operators and Union officials. The Union will furnish and pay for other 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 Sign-ups shall be held from 8:00 a.m. until **5:00 p.m.** each day, with last group scheduled to sign at **4:00 p.m.** **The Division and System Seniority sign-ups will take place over multiple days, excluding Saturday, Sunday, and District holidays. The groups will sign up each hour, on the hour, with AM groups signing from 8 am to 12 pm and the PM groups signing from 1 pm to 5 pm. There will be a thirty-minute lunch break. The cutoff time for selecting preferences online for each member of the group will be at the start of the posted hour for their group to bid. The system sign-up will occur on Saturday, Sunday, and Monday. The divisional sign-ups will occur on Saturday and Sunday.**

System Sign-Up: **Eight (8) groups will sign each day with a minimum of sixteen (16) Operators assigned to each group based on seniority, with the expectation that each Operator will submit an appropriate number of selections to be guaranteed the availability of a run selection, but a minimum of twenty-one (21) preferences, before their scheduled sign-up period in the BidWeb system. Operators will be able to log into the BidWeb system for up to five (5) days to verify their new assignment. Thereafter, new assignment verification will be available at their divisions. On**

~~Saturday 50 Operators will be scheduled in groups scheduled to sign starting at 8:00 a.m. — noon. Thereafter 30 Operators will be scheduled to sign each hour.~~

Division Sign-Up: Eight (8) groups will sign each day with a minimum of twelve (12) Operators assigned to each group based on seniority, with the expectation that each Operator will submit an appropriate number of selections to be guaranteed the availability of a run selection, but a minimum of sixteen (16) preferences, before their scheduled sign-up period in the BidWeb system. ~~On Saturday 40 Operators will be scheduled in the groups scheduled to sign starting at 8:00 a.m. — noon. Thereafter 30 Operators will be scheduled to sign each hour.~~

- 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~~ Operations Control Center 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 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.

District to Union Counter Proposal

7/3/2025


- 40.14 (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.
- 40.15 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.
- 40.16 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.
- 40.17 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.
- 40.18 Division sign-ups shall be held as follows:
- (a) **In December – effective the second Sunday in January.**

- (b) **Rehang In March – effective the first Sunday in April.**
- (c) In May – effective in June, based on the closing of the school year.
- (d) The above reference division sign-up schedule may be modified upon mutual agreement of the parties.

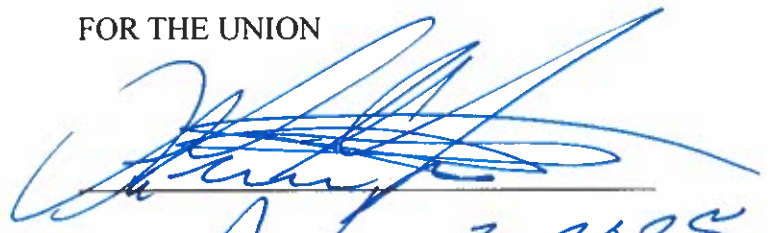
[Note: the three Divisional sign-ups are in addition to the annual System sign-up, which is provided for in 40.01.]

40. **19** If a new division is opened or a closed division is re-opened, the workforce that the new division will need shall dictate sign-ups, in accordance with the guidelines above.
40. **20** In advance of the System or Division sign-up, ATU Schedulers ~~the Scheduling Department~~ will provide the preliminary run cut to the Drivers' Committee for review and comment. The Drivers' Committee will be released for ~~two~~ **three (3)** working days for each run cut to review, comment and identify any contractual violations. ~~The Scheduling Department will consider the comments submitted by the Drivers' Committee before preparing the final run cut.~~ **ATU schedulers shall make changes to the run cut to address the Drivers' Committee's comments and concerns consistent with Board policy and this Agreement and prepare the final run cut.**
40. **21** After the final run cut is prepared, the ~~District will~~ **Drivers' Committee will be released for three (3) days to** roster the work with the ATU Schedulers who will input changes consistent with Board Policy and this Agreement by computer and provide a copy of the roster to the Drivers' Committee. ~~The Drivers' Committee members will be released for three (3) days to review the roster with the Scheduling department and provide any feedback and/or suggested changes to the roster. If as a result of the Drivers' Committee's findings comments received by the Driver's Committee~~ a new roster is prepared, the Drivers' Committee will be provided with a copy of the updated roster reflecting the changes. ~~suggested by the Drivers' Committee.~~
40. **23** ~~Drivers' Committee members shall be paid their run pay or 10 hours, whichever is greater, for each day of Drivers' Committee work.~~

FOR THE DISTRICT


 Dated: July 3, 2025

FOR THE UNION


 Dated: July 3, 2025

TENTATIVE AGREEMENT

6/13/2025

SECTION 43.0 SHOP STEWARDS – BIDDING RIGHTS

43.01 Prior to a System or Division sign-up each bus driver Shop Steward will select his/her work from all available work as soon as possible and no later than five (5) business days after the vehicle schedule is finalized for System sign-ups and Division sign-ups. The Shop Steward can select any piece of work within the criteria below that does not add a bus to the vehicle schedule or an operator to the runcut. The ATU Scheduler will inform and demonstrate to the Shop Steward if their selection adds a bus or operator. In that event, the ATU Scheduler will provide a list of recommended pieces of work for the Shop Steward to select that meets the criteria below and does not increase the bus or operator count. The assignment, to be paid at 9.5-10 hours, will be either:

- a. two (2) pieces of work (one (1) in the a.m. and one (1) in the p.m.), neither of these pieces of work shall exceed 2 hours of platform time or 13 hours spread time; or
- b. a one (1) piece run not to exceed ~~four (4) hours~~ three (3) hours.

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.

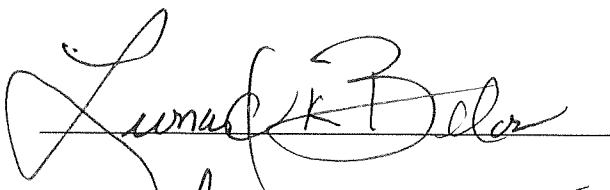
43.04 As divisions are remodeled, the District shall provide an office in each division for the exclusive use of the Union.

43.05 This Section shall apply to only one (1) bus driver Shop Steward in each division.

43.06 Any bus driver Assistant Shop Stewards relieving the regular bus driver Shop Steward shall work the assignment of the regular bus driver Shop Steward on the days he/she is providing such relief.

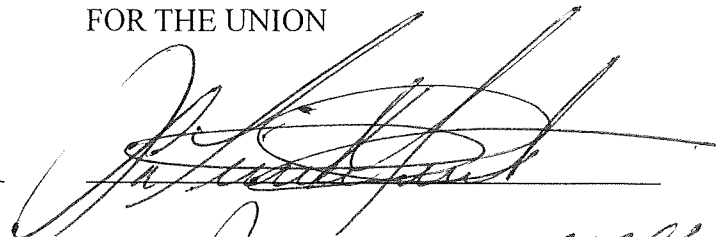
FOR THE DISTRICT

FOR THE UNION



Dated:

June 13, 2025



Dated:

June 13, 2025

Tentative Agreement
7/21/2025

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 2.50 3 hours after the District is notified. **To avoid an Operator exceeding the allowable hours of service, the Operator shall notify OCC when they reach 9 hours and 30 minutes of platform time. The District will make best efforts to relieve the Operator. The District will not violate applicable law governing hours of service by allowing or requiring an Operator to exceed 10 hours of platform time.**

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 7:00 p.m., excluding Owl coverage. **For BRT Owl coverage, no relief will be made 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 driving 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

Tentative Agreement
7/21/2025

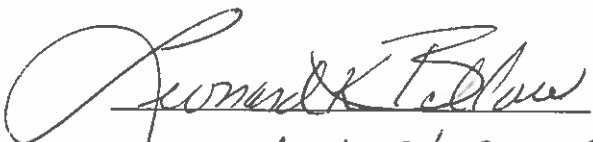
supplant it, e.g., an operator may decide not to exchange runs and may request excused time off which may or may not be granted depending on the needs of the District.

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.

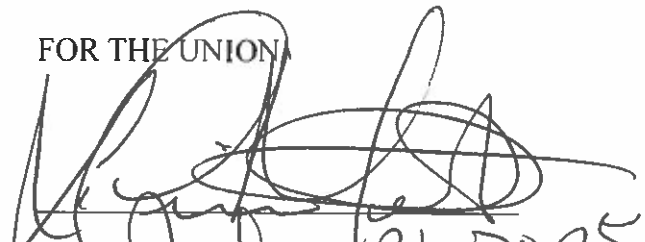
- (a) The operator wishing to exchange runs will find another operator with whom to exchange.
 - 1. The trade must be for a full day.
 - 2. The operators trading runs must be at the same division.
 - 3. No exchanging days off.
- (b) The operator initiating the exchange must complete the Request to Exchange 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.

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.

FOR THE DISTRICT


Dated: July 21, 2025

FOR THE UNION


Dated: July 21, 2025

**Tentative Agreement
7/21/2025**

**SECTION 48.0
SPOT TIME
RECOVERY/LAYOVER
MEAL AND REST PERIODS**

- 48.01 Recognizing that regular rest periods throughout the work day are essential to the health and safety of transit workers, and that on time performance is essential to good service, the Parties agree to provide both rest periods and recovery/layover time in the runcut. But, since spot or layover/recovery time is intended for the District to insure on time operation of the service, it is intended that bus drivers should start each trip at the time scheduled.
- 48.02 For purposes of this section, Recovery/Layover time is understood to mean that time which is used to adjust the running time of the schedule. It is used to keep the published schedule and allow for delays on the road.
- 48.03 Operator Meal/Rest Periods are distinctly different from recovery/layover time, and are set aside for the specific purpose of allowing the Operator time for a short rest break, meals, and other personal needs.
- 48.04 Straight Runs
Operator Meal/Rest Periods shall equal a minimum of 50 minutes in an eight hour day excluding point time. However, straight runs with splits of ~~59 minutes~~ 60 minutes or less shall only be required to have 20 minutes for meal/rest periods. There must be a minimum of ~~15~~ 20 minutes on one uninterrupted meal break period scheduled approximately midway in the shift. The designated meal period and combined remaining time for layover, recovery, meal, and rest period will be identified on the run-based paddles.
- 48.05 Minimums

Beginning with the December 2016 sign up, the minimum operator recovery / layover period shall be the greater of an established base period of 4 minutes plus 10 percent of the scheduled trip time to provide for a progressive increase in recovery / layover time as the trip length increases, or a minimum of 12 minutes at the completion of each one way trip on all runs consuming over 60 minutes one way. Exceptions to the minimum layover / recovery time are noted in Section 48.06.

Circular routes and routes that do not have adequate space for recovery / layover at both ends of the line will be provided 10 percent plus 4 minutes recovery / layover time at one location along the route. Interlined runs shall have 10% plus 4 minutes recovery/layover time built into the runs.

The above minimums may be used to establish an operator's meal/rest period. However, the Parties intend to add time when necessary to keep the service on time while still providing for the operator's meal/rest period.

**Tentative Agreement
7/21/2025**

- 48.06 The District will provide sufficient running time so as not to interfere with an Operator's minimum contractual meal/rest breaks. 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 at the first time point when pulling out of a division or at the last time point when pulling into a division or if necessary when changing headways, making necessary turnbacks or operating changes.

Runcuts

The parties agree to make adjustments to the system runcut where necessary to allow time for operator meal/rest periods. From time to time the schedules may not meet time requirements for meal/rest periods for operators as set forth in this Section. The parties agree to the following as a review and adjustment process to bring the system runcut into compliance.

The District's Scheduling Department ATU Schedulers will use the most recent, comparable CAD/AVL data, or other technology, to determine sufficient running time **and in coordination with the Planning Department make adjustments to the headway for the purpose of matching scheduled running time to actual running time.** **Adjustments must not exceed the threshold of a major service change as defined in Board Policy 544.** Prior to the initial run cut, the Drivers Committee will review this information with the District's Scheduling Department during regularly scheduled monthly Driver's committee meetings. The Drivers committee shall review the runcut to ensure that it complies with the minimum running time layover/recovery provisions. The committee will be charged with review procedures to ensure that Operator meal/rest periods are not reduced by insufficient running times in the runcut in any sign up. Adjustments to running times will be made during the review of the runcut.

The District shall further consider adjustments recommended by ATU Schedulers in between sign-ups provided they do not exceed the 10 minute threshold identified in Section 41.01. The District shall not unreasonably reject any recommended adjustment. If the District implements the adjustment, it shall be valid for future sign-ups provided the run still exists.

Reporting

There shall be a Joint Labor/Management Meal/Rest Break Compliance Committee that shall meet one month after the start of each sign-up. The Committee will be comprised of four appointees each for the Union and the District. The Committee will create a form (with copies to go to the employee, the Union and the District) that will be used to report missed meal and rest breaks. Within 25 days after the start of the sign-up, the Operator shall turn in their completed forms to the Division Dispatcher, who shall date and time stamp them.

The Committee will determine whether the Operator missed the scheduled meal/rest breaks at least three (3) of five (5) weekdays during two weeks under normal operating conditions and/or two (2) consecutive weekend days (i.e. Saturday and the following

Tentative Agreement
7/21/2025

Saturday), as applicable. The Joint Committee will use the most recent, comparable CAD/AVL data or other technology or field observations to verify the running time on the route to determine if the operator has enough scheduled time to receive their required breaks. If the Committee finds that the Operator missed such meal/rest periods, the District shall make adjustments in the schedule as soon as possible and no later than twenty-one (21) calendar days by exchanging segments of the operator's assignment with work from the extra board with start and end times within 10 minutes of the work segment being exchanged to ensure that Operators receive their meal/rest breaks. The change in operator work assignments to provide for additional time for Operators to receive their meal/rest breaks will be exempt from any provision requiring a rebid including the provisions of Section 41.01 of this agreement.

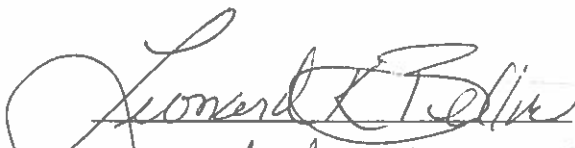
If an adjustment is determined by the Committee to be appropriate and is not made in the time specified, the affected Operator shall be paid one hour penalty pay a day at straight time retroactively from the date the missed meal/rest break forms were turned into the Division Dispatcher until such time as the schedule adjustment is made. Such penalty payment shall be issued in a separate check no later than fifteen (15) working days from the date Payroll receives the penalty payment amounts from the Meal & Rest Break Committee. If a sign up is skipped, the check will be issued no later than fifteen (15) working days from date Payroll receives the penalty pay information.

If an unforeseen situation arises after the 25th day of a sign up which prevents an Operator from receiving his/her full meal and rest period for three or more consecutive days, the Union will bring the matter to the attention of the District's Scheduling Department, which will resolve the scheduling issue.

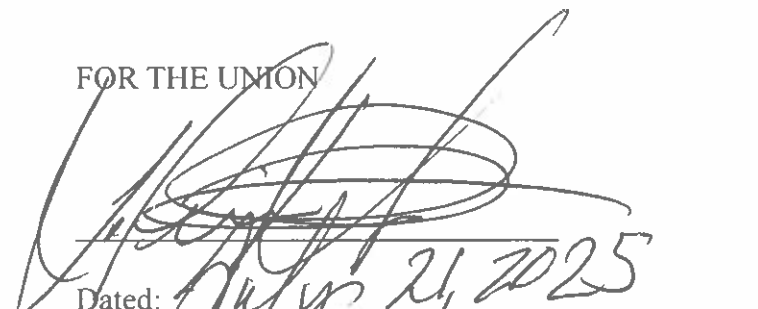
Dispute & Resolution

If the Committee does not agree on whether the meal/rest break claim should be granted, the matter shall be resolved by Expedited Arbitration. If the Arbitrator rules in favor of the Union, the Operator shall be paid one hour penalty pay for each day where a meal/rest break was not received. Disputes over the interpretation of this section are subject to the normal arbitration process. As negotiated, this alternative scheduling and reconciliation process meets all legal requirements which became effective July 1, 2004.

FOR THE DISTRICT


Dated: July 21, 2025

FOR THE UNION


Dated: July 21, 2025

Union Proposal

3/5/2025

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, and 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.

FOR THE DISTRICT

FOR THE UNION

Dated: April 16, 2025

Dated: April 16, 2025

**Tentative Agreement
2/26/2025**

**SECTION 68.0
BASIC WAGE RATE – BUS OPERATORS**

CLASSIFICATION	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	Hired before 1/8/14	Hired on or After 1/8/14
Bus Operator								
Step 1	\$22.92	\$23.70	\$24.46				Training Rate	Training Rate
Step 2	\$24.98	\$25.82	\$26.65				Up to 1st year	Up to 1st year
Step 3	\$26.76	\$27.67	\$28.55				Next 6 mo.	Next 6 mo.
Step 4	\$28.54	\$29.51	\$30.46				Next 6 mo.	Next 6 mo.
Step 5	\$30.33	\$31.36	\$32.36				Next 12 mo.	Next 12 mo.
Step 6	\$32.11	\$33.20	\$34.26				Next 6 mo.	Next 12 mo.
Step 7	\$35.68	\$36.89	\$38.07				Top Rate	Top Rate

[Wage proposals have not yet been exchanged. Wage Tables will be updated separately.]

68.02 Effective July 1, 2008 the trainee rate of pay will be 60% of the top rate of pay for bus drivers until the completion of training.

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.

JB

[Signature]

Tentative Agreement
2/26/2025


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. Owl runs will be completed by 8 a.m.

68.07 In October 2019, the District created a new ATU classification: Bus Rapid Transit (BRT) Platform Agent. Wage rates for this classification are below:

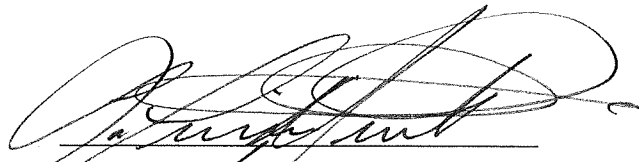
CLASSIFICATION	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027
BRT Platform Agent	-	-	-	-	-	-

Employees in this classification assigned to train another employee shall receive a daily training premium set forth in Section 24.01(b).

FOR THE DISTRICT


Dated: 2/26/2025

FOR THE UNION


Dated: Feb 26, 2025
12:29 pm

**Tentative Agreement
7/21/2025**

**SECTION 68.0
BASIC WAGE RATE – BUS OPERATORS**

CLASSIFICATION								
Bus Operator								
Step 1								
Step 2								
Step 3								
Step 4								
Step 5								
Step 6								
Step 7								

[Wage Tables will be updated separately. See Section 35.]

- 68.02 Effective July 1, 2008 the trainee rate of pay will be 60% of the top rate of pay for bus drivers until the completion of training.
- 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 10 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. Owl runs will be completed by 8 a.m.

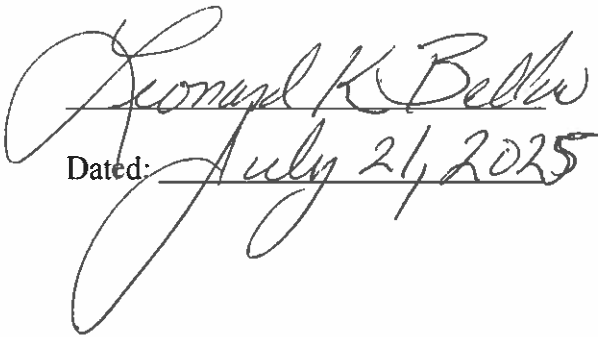
**Tentative Agreement
7/21/2025**

68.07 In October 2019, the District created a new ATU classification: Bus Rapid Transit (BRT) Platform Agent. Wage rates for this classification are below:

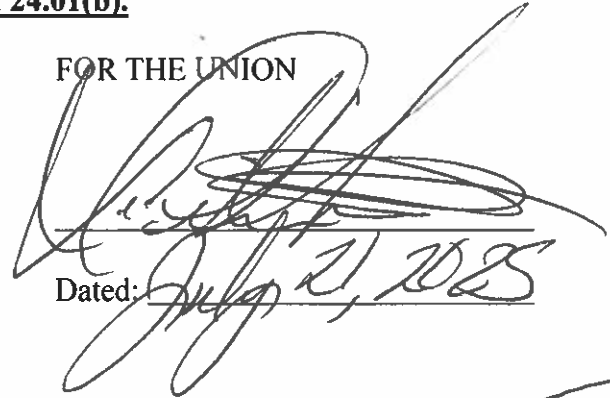
<u>CLASSIFICATION</u>	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>	<u>7/1/2026</u>	<u>7/1/2027</u>
<u>BRT Platform Agent</u>						

Employees in this classification assigned to train another employee shall receive a daily training premium set forth in Section 24.01(b).

FOR THE DISTRICT


Dated: July 21, 2025

FOR THE UNION



Dated: July 21, 2025

SECTION 69.0
SAFE RELIEF POINTS

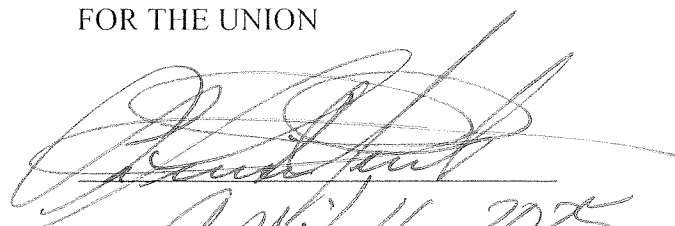
69.01 The parties agree to cooperate to maintain safe relief points for all operators. Accordingly, ~~a subcommittee of the Joint Labor/Management Committee Joint Apprenticeship Training Committee comprised of representatives appointed by the parties~~ the Drivers' Committee and the Safety Committee 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 Drivers' Committee and Safety Committee, JLMC. Changes will be implemented as soon as possible and in no event later than at the next available following sign up.

FOR THE DISTRICT


Dated: April 16, 2025

FOR THE UNION


Dated: April 16, 2025

Tentative Agreement
6/26/2025

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, non-conductive protective footwear. steel toed shoes. ~~The steel toed shoe requirement will not apply to service employees, upholsterers, body mechanics and painters, except if required by Safety Manager or OSHA Regulations.~~ 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.

FOR THE DISTRICT

Dated: June 26, 2025

FOR THE UNION

Dated: June 26, 2025

Tentative Agreement
6/26/2025

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. The District shall further provide non-conductive composite tools in each shop as needed.
- 72.02 All employees who come into and qualify as Machinists, Journey Level Mechanics, Journey Facility Maintenance Mechanics, Unit Room Mechanics, Lift Mechanics, Welder/Sheetmetal Mechanics, Body Mechanics and Apprentices shall receive an initial tool allowance of \$1,450 and an annual tool allowance of ~~\$725~~ \$850. Master Journey Level Mechanics and Maintenance Trainers shall receive an annual tool allowance of ~~\$725~~ \$850.
- 72.03 The ~~\$725~~ \$850 tool allowance shall not be paid more than once annually to any employee.
- 72.04 No employee will be paid the \$1,450 initial tool allowance and the annual tool allowance in the same fiscal year.
- 72.05 Painters and upholsterers shall receive an initial tool allowance of ~~\$450~~ \$750 and an annual tool allowance of ~~\$250~~ \$300.
- 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.

Tentative Agreement
6/26/2025

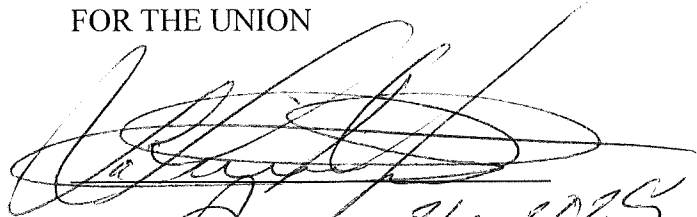
72.07 No work shall be performed on Alameda Contra Costa Transit District property or on equipment over which the Union (Local 192) has jurisdiction by any person not a member of Local 192, except on permit or by consent of the Union representative, as outlined in Paragraph 1.03, providing such permit 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.

FOR THE DISTRICT


Dated: June 26, 2025

FOR THE UNION


Dated: June 26, 2025



Tentative Agreement
5/22/2025

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:

Tentative Agreement

5/22/2025

- (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/Janitor.

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



Tentative Agreement

5/22/2025

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 Maintenance 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 where the employee is qualified and has held a position.

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

Tentative Agreement

5/22/2025

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 Mechanic as one (1) classification;
- (c) Maintenance Trainer as one (1) classification;
- (d) Journey Level Mechanic, Apprentice and Mechanic will be considered as one (1) classification;
- (e) Unit Room Mechanic AA and A as one (1) classification; *
- (f) Lift Mechanic as one (1) classification; *
- (e) Painter AA, A, B and C as one (1) classification;

Tentative Agreement

5/22/2025

- (f) Senior Body Mechanic and Body Mechanic B as one (1) classification;
- (g) Frame/Body and Body/Frame Mechanic as one (1) classification);
- (h) Upholsterer AA, A, B and C as one (1) classification;
- (i) Welder/Sheetmetal Mechanic AA and A as one (1) classification;
- (j) Facilities Maintenance Journey Level Mechanic, Apprentice, Bus Stop Maintenance Worker, Yard Scrubber Equipment Operator, and Waste Clean Up Worker as one (1) classification;
- (k) Janitor as one (1) classification.
- (l) Small Transit Vehicle Mechanic AA and A as one (1) classification.

[* See Section 73.07 for agreement related to these classifications.]

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.

74.21 The District will assign the work replacing graffiti shields to the Body Mechanic classification or if impractical to do so to the Journeyman Mechanic.

74.22 Conversion of EQ Service Employees and Janitors

- (a) Any District employee who is classified as an "Extra Qualified Temporary Service Employee" is now classified as a "Service Employee." Such employees shall retain their District and Maintenance Department seniority.
- (b) All Service Employee sign-ups may include up to 7 floater positions. The purpose of the floater positions is to fill temporary vacancies. All Service Employees who bid floater positions shall fill those temporary vacancies in seniority order. Any unfilled vacancies will be assigned by the Union in inverse seniority order.
- (c) Any District employee who is classified as an "Extra Qualified Temporary Janitor" is now classified as a "Janitor." Such employees shall retain their District and Maintenance Department seniority.
- (d) All Janitor sign-ups may include up to 3 floater positions. The purpose of the floater positions is to fill temporary vacancies. All Janitors who bid floater positions shall fill those temporary vacancies in seniority order. Any unfilled vacancies will be assigned by the Union in inverse seniority order.

74.23 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. The District shall establish an extra qualified list for the Upholsterer Classification. Employees who meet the minimum qualifications will be placed on the extra qualified list by seniority. The order of selection will be consistent with Section 74.05. Temporary vacancies in the Maintenance Department shall be backfilled within ten (10) business days of the

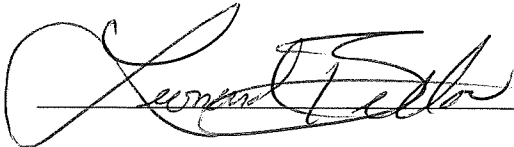
Tentative Agreement

5/22/2025

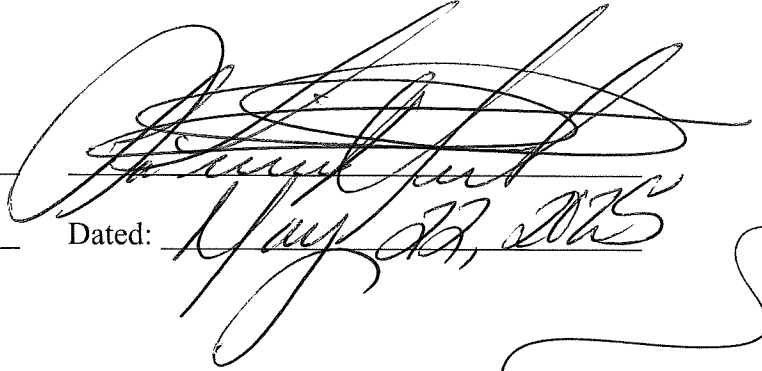
vacancy unless otherwise mutually agreed to by the parties. Temporary vacancies of Upholsterers shall be backfilled through the extra qualified list.

FOR THE DISTRICT:

FOR THE UNION:



Dated: _____



Dated: May 22, 2025

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 Mechanic and Facilities Maintenance Apprenticeship Program ("Apprenticeship Programs")), it will make provisions for training to permit employees to upgrade their skills and to learn new procedures and technology.
- (b) Any new employee hired as an apprentice mechanic, must participate in an Apprenticeship Program. Successful completion of the program is a condition of their employment.
- (c) Any current employee who participates in, but does not complete an Apprenticeship Program shall revert to his/her former position at the rate of pay for that position in effect at the time of the reversion. Current employees entering an Apprenticeship Program shall suffer no loss in pay as a result of their participation in an Apprenticeship Program. Current employees who become apprentices shall be paid the higher of the rate of pay of their former classification or the rate of pay as an apprentice, and shall be entitled to all wage increases paid to employees during the term of the Agreement.

75.02 Heavy Duty Coach Mechanic Apprenticeship Program and Facilities Maintenance Mechanic Apprenticeship Program.

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

Prior to hiring external Journey Level Mechanics, the District shall fill at least 4 vacancies in the Journey Level Mechanic position by admitting apprentices to the HDCMAP Program each fiscal year.

External Journey Level Mechanics (i.e. those who are hired as Journey Level Mechanics who do not go through the HDCMAP Program) shall be hired at 90% of the wage rate of a Journey Level Mechanic. After six month of service in that position, the wage rate of an External Journey Level Mechanic will increase to 95% of the wage rate of a Journey Level Mechanic. After one year of service in

Tentative Agreement

6/26/2025

that position, the wage rate of an External Journey Level Mechanic will increase to 100% of the wage rate of a Journey Level Mechanic.

- (c) ~~The Facilities Maintenance Program shall consist of an on-the-job training program for one (1) Facilities Maintenance Helper who will be rotated through the various trades performed by Facilities Maintenance Mechanics to prepare for any future vacancies in the Facility Maintenance Mechanic position.~~

The District may reduce the number of individuals admitted to each Apprenticeship Program in a given year upon the Union's agreement.

75.03 Maintenance Career Ladder Training Program

The Union and the District agree to create a Maintenance Career Ladder Training Program (MCLTP). The purpose of this program is to provide employees the opportunity for career advancement within the Maintenance Department at AC Transit. The assignment classification of Mechanic Helper shall be created and filled, providing employees selected Service Employees with the training necessary to enter the District's Apprenticeship Programs and providing the District with a pool of District employees who are prepared to enter into those Apprenticeship Programs. The Mechanic Helper assignment shall first be filled by the most senior Service Employee, second by the most senior person in the Maintenance Department, third by the most senior person in the Materials Department, and fourth by the most senior person in other ATU bargaining unit positions.

The assignment classification of Facilities Maintenance Mechanic Helper shall be created and filled to provide the necessary training to enter the District's Apprenticeship Programs and prepare for any future vacancies in the Facility Maintenance Mechanic position by assisting in the performance of the various trades performed by Facilities Maintenance Mechanics. The Facilities Maintenance Mechanic Helper shall first be filled by the most senior person in the Bus Stop Maintenance Worker, Yard Scrubber, Equipment Operator, and Waste Clean Up Worker classifications, second to the most senior person in the Maintenance Department, third by the most senior person in the Materials Department, and fourth by the most senior person in other ATU bargaining unit positions.

75.04 Joint Apprenticeship Committee (JAC)

- (a) The Joint Apprenticeship Committee will consist of eight (8) ~~six (6)~~ members, four (4) ~~three (3)~~ appointed by the Union and four (4) ~~three (3)~~ appointed by the District, and will administer the Apprenticeship Programs. 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. There will also be two (2) additional positions on the JAC to oversee the Facilities Maintenance Apprenticeship Program, one (1) appointed by the Union and one (1) appointed

Tentative Agreement

6/26/2025

by the District. The Union and District appointees for the Facilities Maintenance Apprenticeship Program shall be District employees who are certified journey level employees in the facilities maintenance 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 35% ~~30%~~ above the Journey Level Mechanic 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 the HDCMAP 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 Apprenticeship Programs 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, which shall make a recommendation within five (5) days of notification or the General Manager may make a decision without the input of the JAC.
- (f) Any agreement pertaining to the Apprenticeship Programs 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 **Progress In Action Committee (PIA)** ~~Joint Labor Management Committee (JLMC)~~. If it cannot be resolved by the PIA ~~JLMC~~ it will be referred to the State of California Division of Apprenticeship Standards.

Tentative Agreement

6/26/2025

75.05 Apprenticeship Standards and Agreements for Heavy Duty Coach Mechanic Apprenticeship Program, and Facilities Maintenance Mechanic Apprenticeship Program.

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 written rules of conduct, applicable to all 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 that Apprenticeship Program;
 - (3) Any four (4) failures throughout the eight-level program or the three-level Program, disqualified from the respective Apprenticeship 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 that Apprenticeship Program;
 - (3) Any three (3) failures throughout the eight-level program, or the three-level Program, disqualified from the respective Apprenticeship Program.
- (d) Each apprentice who enters an Apprenticeship 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.

Tentative Agreement

6/26/2025

- (e) Unit Room and Lift Mechanics may elect to enter the HDCMAP 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 HDCMAP Program at Level I.
 - (f) Any apprentice admitted to either of the Apprenticeship Programs 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 either Program, revert to his/her former position, displacing if necessary any employee hired to replace him/her.
- 75.06
- (a) Any former Mechanic who fails to meet the journey-level standard and declines to participate in the HDCMAP 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 HDCMAP Program by the JAC and placed in a Mechanic position will be able to reapply to the HDCMAP 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 HDCMAP Program.
 - (c) Former Mechanics who voluntarily become Preventive Maintenance Technicians shall have the absolute right to re-enter the HDCMAP Program. This right may be exercised only one (1) time.
 - (d) Former Mechanics who are dropped from the HDCMAP 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 HDCMAP Program or are dropped from the HDCMAP Program for lack of diligent participation as determined by the JAC will be reclassified as Mechanics and paid the rate for Former Mechanics.
 - (f) Pursuant to the August 9, 2002 Facilities Maintenance MOU between the parties, Facilities Maintenance Mechanics were "grandfathered" into the Facilities Maintenance Program at the rate of pay equal to the Journey Level Heavy Duty Coach Mechanic and were required to attend all classroom training and functions pertaining to the Facilities Maintenance Program.

Tentative Agreement
6/26/2025

- (g) Pursuant to the August 9, 2002 Facilities Maintenance MOU between the parties, the classification of "Pole Crew" was designated as "Bus Stop Maintenance Worker" paid at the "A" rate of pay, the classification of "Scrubber" was designated as "Yard Scrubber Equipment Operator" paid at the "B" rate of pay, and the classification of "Environmental Cleaner" was designated as "Waste Clean Up Worker" paid at the "B" rate of pay.
- (h) Current employees who are dropped from one of the Apprenticeship Programs shall be able to reapply to the same 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 that Program. Current employees shall also be able to apply to the other Apprenticeship Program at any time.

75.07 Selection of New Apprentices

- (a) The District shall determine the number of Apprentices to be admitted to the Apprenticeship Programs.
- (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 Apprenticeship Programs.
- (c) If consistent with any equal employment opportunity requirements imposed by law, the District shall fill vacancies in the Apprenticeship Programs as follows:
 - (1) Vacancies in the HDCMAP Program shall first be filled by the most senior person in the Maintenance Department.
 - (2) Vacancies in the Facilities Maintenance Program shall first be filled by the most senior person in the Bus Stop Maintenance Worker, Yard Scrubber, Equipment Operator, and Waste Clean Up Worker classifications. Vacancies shall next be filled by the most senior person in the Maintenance Department.
 - 3) Vacancies shall next be filled by the most senior person in other bargaining unit positions found to be qualified by the JAC.
 - (4) Any remaining positions shall be filled by individuals outside the bargaining unit found to be qualified by the JAC.
- (d) Employees entering an Apprenticeship Program shall suffer no loss in pay as a result of their participation in an Apprenticeship Program.

Tentative Agreement

6/26/2025

- (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 For the HDCMAP Program, 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. For the Facilities Maintenance Program, each Apprentice shall attend classes on District time, and shall not receive the \$100.00 per quarter.
- 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.
- 75.10 The parties agree that the District shall provide training, including books and tools, to the Unit Room employees when they first bid into the Unit Room.

FOR THE DISTRICT

FOR THE UNION

Dated: June 26, 2025

Dated: June 26, 2025

**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.

Notwithstanding the foregoing, to qualify for overtime on the sixth day or seventh day of a work week the employee must have worked five days in that week or have worked in excess of 40 hours for the week, with the exception of an employee not working five days due to jury duty, holidays identified in Section 18.01, or Union leave. Work beyond eight hours' work on the sixth or seventh day is to be paid at the overtime rate as provided for in this Agreement.

- 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.)

Upon implementation of the new Master Journey Program, the language “(and not the operational needs of the District)” will be deleted. (See 2007 Master Journey Level Mechanic MOU.)

- (a) The Master Journey rate shall be 20% ~~15%~~ above the Journey level rate.

Tentative Agreement

5/22/2025

77.07 Skill Differential: Senior Body Mechanics working in the Operating Divisions performing Painter duties as part of their regular duties will be paid a skill differential of \$1.00 per hour for all time spent painting (minimum of one (1) hour). Employees are required to notify their Supervisor before beginning any painting work so that the skill differential pay can be properly recorded.

FOR THE DISTRICT:

FOR THE UNION:

Dated:

Leon H. Bell
May 22, 2025

Dated:

[Signature]
May 22, 2025

ke

Tentative Agreement
6/26/2025

SECTION 78.0
BASIC WAGE RATES –MAINTENANCE DEPARTMENT EMPLOYEES

78.01 HOURLY RATES

[Wage Tables to be updated.]

- (a) Leadperson – five percent (5%) additional per hour above basic wage rate.
 - (b) Working Maintenance Supervisor and Relief 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. Relief Maintenance Supervisors are employees assigned to perform the duties of Working Maintenance Supervisor.
 - (c) Maintenance Trainer – thirty (30%) ~~twenty five (25%)~~ above Journey Level Mechanic wage rate.
 - (d) Union Apprentice Mentor– thirty-five (35%) above Journey Level Mechanic wage rate. ~~Employees classified as “Relief Maintenance Supervisor” shall be paid Working Maintenance Supervisor rate of pay when assigned as Working Maintenance Supervisor.~~
 - (e) Employees who graduated from the Maintenance or Facility Maintenance Apprentices Programs, issued a Journey Card prior to July 1, 2016, then transferred to another position will receive the same equity adjustment as the Journey Level Mechanic in 2016 and 2017. The adjusted wage rate will not exceed the Journey Level Mechanic wage rate.
- 78.02 The Mechanic AA, A, B and C classifications will cease to exist upon implementation of the Heavy Duty Coach Mechanics and Facilities Maintenance Mechanic Apprenticeship Programs. Incumbents will become Journey Level Mechanics, Apprentices, Mechanics, Unit Room Mechanics, Lift Mechanics or AAs as provided in Paragraph 78.03 below.
- 78.03 Employees classified as Mechanic AA who are Painters, Body Mechanics, Upholsterers, Welder/Sheet metal Mechanics, or Unit Room Mechanics will be classified as AA for the applicable classification.

Tentative Agreement
6/26/2025

SECTION 79.0
BASIC WAGE RATES – DIVISION OFFICE EMPLOYEES

79.01 Maintenance Division Office Employees:

HOURLY RATE:

CLASSIFICATION
Maint. Chief Clerk
Division Sr. Clerk 1st 6 Months
Division Sr. Clerk Thereafter

[Wage Tables to be updated]

79.02 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. The District shall establish extra qualified lists for the Division Senior Clerk-Maintenance Classification. Employees who meet the minimum qualifications will be placed on the relevant extra qualified lists by seniority. The order of selection will be consistent with Section 74.11. Temporary vacancies shall be backfilled through the extra qualified lists within ten (10) business days of the vacancy unless otherwise mutually agreed to by the parties.

FOR THE DISTRICT

FOR THE UNION

Dated: June 26, 2025

Dated: June 26, 2025

Tentative Agreement

6/26/2025

SECTION 82.0
COVERALLS – RAINCOATS

82.01 The District shall provide all maintenance employees with eleven (11) pairs of coveralls and one (1) shop coat. ~~except service employees and janitors who shall receive nine (9) pairs of coveralls.~~ Maintenance employees may substitute shirts and pants or a shop coat 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, pants, or shop coats. The District shall replace any coveralls, shirts, and pants, or shop coats that are no longer serviceable.

- (a) In the month of September, vouchers will be issued to each maintenance employee for the purpose of ordering a jacket. Employees will be provided with at least two (2) options for the jacket, including 1) a jacket with a detachable hood and 2) a hooded sweatshirt. No employee will receive more than one voucher annually.
- (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, shop coats, and raincoats shall carry a Union label.

FOR THE DISTRICT

FOR THE UNION

Dated: June 26, 2025

Dated: June 26, 2025

Tentative Agreement

7/16/2025

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. The District shall establish extra qualified lists for the Senior Typist Clerk, Senior Clerk, Senior Administrative Clerk, Senior Scheduling Analyst, Schedule Analyst, Assistant Schedule Analyst, Senior Account Clerk, Mail Clerk, Customer Service Clerk and Lead Customer Service Clerk Classifications. Employees who meet the minimum qualifications as determined by the District will be placed on the relevant extra qualified lists by seniority. The order of selection will be consistent with section 86.04. Temporary vacancies in the Clerical Department shall be backfilled through the extra qualified lists within ten (10) business days of the vacancy unless otherwise mutually agreed to by the parties.
- 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 in the Clerical Department, the employee with the least clerical seniority within the classification being reduced shall be displaced first. However,

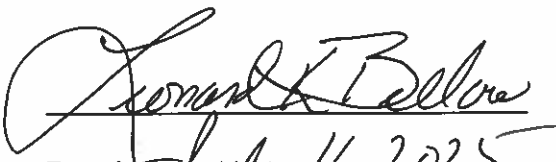
Tentative Agreement

7/16/2025


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 that he/she has held and 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.

FOR THE DISTRICT


Dated: July 16, 2025

FOR THE UNION


Dated: July 16, 2025

Tentative Agreement
5/20/2025

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.

Tentative Agreement

5/20/2025

92.07 No vacancy may be filled on a temporary basis in excess of sixty (60) days unless mutually agreed upon by the Union and the District. The District shall establish extra qualified lists for the Parts Clerk, Ship/Receiving Clerk, Inventory Control Clerk, Printer, Bindery Worker, and Painting Press Operator classifications. Employees who meet the minimum qualifications will be placed on the relevant extra qualified lists by seniority. The order of selection will be consistent with section 92.02. Temporary vacancies in the Materials Department shall be backfilled through the extra qualified lists within ten (10) business days of the vacancy unless otherwise mutually agreed to by the parties.

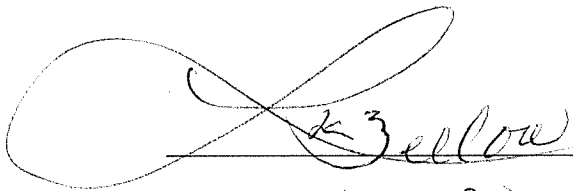
92.08 In the event of reduction in force, an employee so affected by the reduction in force may exercise his/her District seniority to displace any employee with less seniority in a position in the bargaining unit that he/she has previously qualified for and filled. When an employee in a higher classification 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.

92.09 Ship/Receiving Clerks shall not be required to maintain a Class B License, but shall be required to maintain a Class C License. Under Department of Transportation regulations, Ship/Receiving Clerks are still subject to random drug testing. Ship/Receiving Clerks shall obtain a Class B License before bidding out of Shipping/Receiving positions.

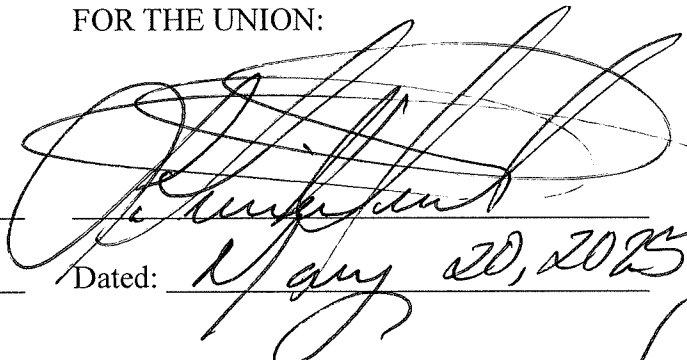
FOR THE DISTRICT:

FOR THE UNION:

Dated:


May 20, 2025

Dated:


May 20, 2025

Tentative Agreement
6/26/2025

SECTION 97.0
SAFETY EQUIPMENT

97.01 The District will require that all employees in designated areas wear oil-based, non-skid, non-conductive protective footwear. 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.

~~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 eleven (11) ~~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.

- (a) In the month of September, vouchers will be issued to each materials employee for the purpose of ordering a jacket. Employees will be provided with at least two (2) options for the jacket, including 1) a jacket with a detachable hood and 2) a hooded sweatshirt. No employee will receive more than one voucher annually.

**Tentative Agreement
7/21/2025**

MISCELLANEOUS AGREEMENTS

1. Former Paratransit Operators


On August 27, 2009, the parties concluded an agreement that provided, in part, that an employee who moved "from the Paratransit bargaining unit" into another ATU bargaining unit will have "their service time in Paratransit ... included when determining their vacation accruals" in the new bargaining unit.

The parties agree to extend this provision to the following District employees, all of whom transferred out of the Paratransit bargaining unit prior to the effective date of the agreement described herein: Donna Brooks (Badge # 4111), Janis Smith (Badge # 31946), Alberto Ramos DeLeon (Badge # 31923), Donnell Fountain (Badge # 32902), Nicole Lofton (Badge # 32128), and Ta-Tanisha Wade (Badge # 32906).


Effective July 1, 2016, service time in Paratransit will be included when determining vacation accruals for all employees with continuous service who moved from the ATU Paratransit bargaining unit into another ATU bargaining unit. The "benefits service date" will be adjusted to include the service time in Paratransit prior to becoming a full time employee for vacation accrual purposes only.

2. ~~District will enforce the provision in Section 17.16 that allows the employee to request a vacation advance two weeks prior to the start of the vacation. Requests submitted more than two weeks in advance will be denied.~~
3. ~~The parties agree that following the final ruling in State of California, et al. v. U.S. Department of Labor, et al., (Case Number 13-CV-02069-KJM) either party may reopen Section 21 (Pension), subject to normal rules of collective bargaining. Nothing in this Agreement is intended to modify or compromise the position of any party to this Agreement in relation to the pending litigation referenced above.~~

FOR THE DISTRICT


Dated: July 21, 2025

FOR THE UNION

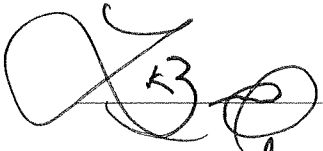

Dated: July 21, 2025

Agreement re ZEB Training and Safety
6/26/2025

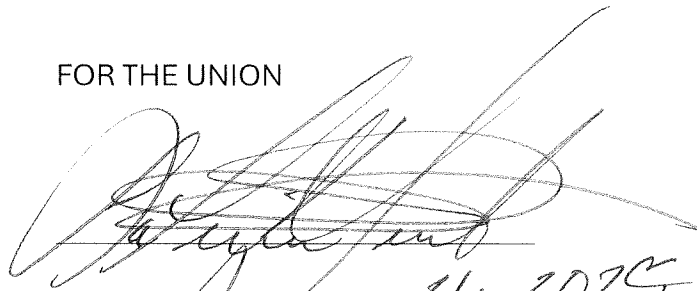
ATU will withdraw its proposal for a ZEB Side Letter in exchange for the parties agreeing to add the following language to Section 31.07:

- (c) The District and the Union shall establish a joint labor management committee for the purpose of meeting and conferring over the District's safety and training policies, curriculum, and plans for maintaining, repairing, charging and refueling of the District's ZEBs. The Union members of the committee shall be the Union's Assistant Business Agent for Maintenance, Clerical and Stores, and two employees appointed by the Union President.

FOR THE DISTRICT


Dated: June 26th, 2025

FOR THE UNION


Dated: June 26, 2025

Tentative Agreement

6/26/2025

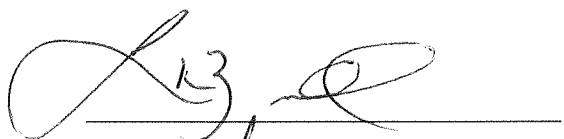
**SIDE LETTER AGREEMENT BETWEEN AC TRANSIT AND ATU LOCAL 192 RE:
FACILITY MAINTENANCE APPRENTICESHIP PROGRAM AND TRAINING**

The District and the Union recognize the importance of developing a highly skilled Facility Maintenance Mechanic workforce and of creating opportunities for advancement for ATU employees interested in the skilled trades.

The District and the Union therefore agree as follows:

1. Within ninety (90) days of ratification of this Agreement, the JAC shall meet to plan to implement the Facilities Maintenance Mechanic Apprenticeship Program ("FMMAP"). Consistent with the existing Apprenticeship Standards Handbook, the JAC shall ensure that the FMMAP is and remains certified by the California Department of Industrial Relations, Division of Apprenticeship Standards. The JAC shall further plan to graduate all current Facilities Maintenance Mechanics within two (2) years of ratification of this Agreement in addition to providing opportunities through the Maintenance Career Ladder Training Program and to new apprentices.

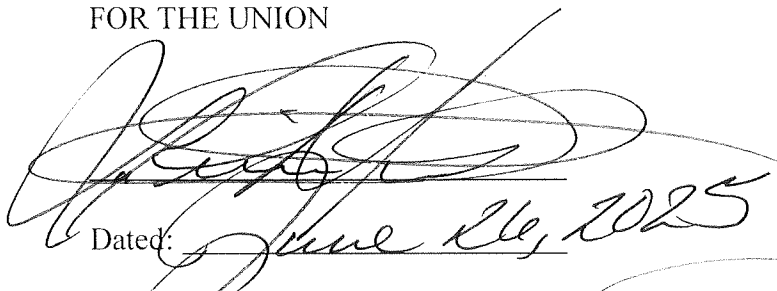
FOR THE DISTRICT



Dated:

June 26, 2025

FOR THE UNION



Dated:

June 26, 2025

**SIDE LETTER
BETWEEN AC TRANSIT AND ATU LOCAL 192
SAFETY SHIELDS FOR CURRENT MOTOR COACH FLEET**

During the 2019-2020 AC Transit and ATU Local 192 Negotiations, the parties discussed how to equip all current motor coaches with safety shields or other similar safety equipment. The District commits to spend one-hundred and forty thousand dollars (\$140,000) to equip motor coaches, starting in the 2019 – 2020 Fiscal Year, until the entire active fleet of motor coaches has been equipped with safety shields. The District will establish the priority of which coaches will be first retrofitted, taking into consideration the age of each coach and the routes on which each coach is anticipated to run.

During 2025 AC Transit and ATU Local 192 Negotiations, the parties acknowledged that the District has not yet installed the current safety shields on all motor coaches in the District's fleet. The parties therefore agree that safety shields will be installed on all motor coaches in the District's fleet by December 31, 2025. The parties further agree that this side letter shall remain in effect until all motor coaches in the District's fleet are equipped with safety shields.

[Upon agreement the parties agree to delete the Side Letter regarding Safety Shields for Current Motor Coach Fleet.]

FOR THE DISTRICT

FOR THE UNION

Dated: _____

Dated: _____

Tentative Agreement
7/16/25

**SIDELETTER AGREEMENT BETWEEN ALAMEDA-CONTRA COSTA TRANSIT
DISTRICT AND AMALGAMATED TRANSIT UNION, LOCAL 192 RE: CAREER
ADVANCEMENT AND PROMOTIONAL OPPORTUNITIES**

In order to expand career advancement and promotional opportunities for ATU Local 192 members, the District and the Union agree to meet within thirty (30) days of ratification of this Agreement to develop an action plan focused on employee development and career progression. All changes must be fully implemented within 180 days of ratification of this Agreement. The following provisions must be included in the action plan and implemented:

1. Minimum Qualifications

Educational requirements beyond a high school diploma or GED may be substituted with verifiable relevant experience, as appropriate for the position, for all internal applicants to ATU classifications, including positions designated as Extra Qualified. Specifically, relevant experience is the equivalent of education on a one-to-one basis. For example, one year of relevant experience shall equal one year of education. Time spent in an Extra Qualified position shall count towards relevant experience. Relevant experience may be verified with information provided on an ATU employees' application to work at the District.

2. Testing Requirements

The District may maintain testing requirements for internal applicants narrowly tailored to the duties for each position. The District shall solicit information from ATU employees currently working in the specific position for relevant questions for the test for the position. This provision does not apply to any existing requirements related to Apprenticeship programs.

3. Feedback on Testing Outcomes

The District shall inform internal applicants who do not pass a required test of the following:

- Their score on the test;
- The minimum passing score; and
- General information on how they may improve their performance in the future.

4. Extra Qualified Positions

The District shall ensure that every clerical desk has at least four (4) Extra Qualified employees.

5. Educational Support for Advancement

The District shall offer, at no cost to the employee, access to LearnIt or similar training programs that may assist employees in meeting the minimum requirements for Extra Qualified positions. Approval of such educational opportunities is subject to the employee's supervisor and shall not be unreasonably denied.

6. Posting and Communication of Development Opportunities

The District shall post the following information at every division, including the General Office:

Tentative Agreement
7/16/25

- a. Information on classes available to ATU employees under AC Transit's Tuition Reimbursement policy and those offered under Section 5 above, including online options, that may help meet the minimum requirements for Extra Qualified classifications;
- b. Information on opportunities for ATU employees to pursue associate and bachelor's degrees through the District's Tuition Reimbursement policy.
- c. Information on where to find information on ATU positions, including the minimum qualifications for the position and classes that may help prepare ATU members to meet those qualifications.

7. Union Notification of Policy Changes

The District shall notify the Union at least thirty (30) days prior to implementing any changes to the Tuition Reimbursement policy. Upon request, the District shall meet and confer with the Union regarding such changes.

8. Acting Assignments Outside of ATU Bargaining Unit

The District shall notify the Union in writing within twenty-four (24) hours of any ATU-represented employees assigned to acting assignments outside of the ATU bargaining unit. Any ATU desk temporarily vacated while an ATU-represented employee is filling an acting assignment shall be backfilled with an Extra Qualified employee consistent with this Agreement.

FOR THE DISTRICT

FOR THE UNION

Dated: _____

Dated: _____

**Tentative Agreement re Job Specifications
7/16/2025**

WHEREAS the parties have been unable to resolve their disagreement regarding changes to and creation of job specifications for ATU classifications;

WHEREAS because the parties have been unable to resolve this disagreement, they have been unable to reach tentative agreements on their proposals relating to Sections 24, 26 and 86 and to the Career Advancement Side Letter;

THEREFORE, the parties agree as follows:

The parties agree to maintain existing language for Section 24, except that they will modify the last paragraph of 24.01(b) to "Unless a higher rate is set forth in this Agreement, all employees assigned to train another employee shall receive a daily training premium of at least twenty percent (20%) of their base hourly wage for each day so assigned."

The parties agree to maintain existing language for Section 26.

The parties agree to maintain existing language for Section 86, except that they will add the titles of Schedule Analyst, Assistant Schedule Analyst, Senior Account Clerk, Mail Clerk, and Lead Customer Service clerk to the titles for which the District shall establish extra qualified lists under Section 86.06.

The parties agree that their withdrawal of their proposals for Sections 24, 26, and 86 shall not be utilized as bargaining history in any grievance, arbitration, or other dispute as to the interpretation of those sections. The parties further acknowledge that by withdrawing these proposals neither party has waived their position as to the District's obligations under the CBA and under law to meet and confer with the Union over creation of and changes to job specifications for ATU classifications.

FOR THE DISTRICT

FOR THE UNION

Dated:


July 16, 2025

Dated:

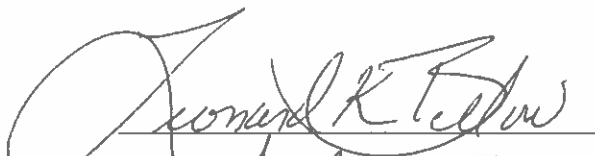

July 16, 2025

Tentative Agreement
7/21/2025

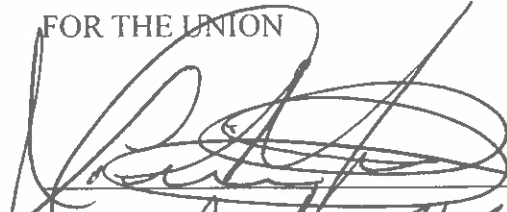
The parties agree to withdraw their proposals on the following sections:

- Section 17
- Section 20
- Section 25
- Section 53
- Section 54
- Section 56
- Section 67
- Master Journey MOU
- BidWeb Pilot
- BidWeb Audit
- CAD/AVL
- Interactive Process
- Mechanic Career Ladder

FOR THE DISTRICT


Dated: July 21, 2025

FOR THE UNION


Dated: July 21, 2025