

DISTRICT'S LAST BEST AND FINAL (LBF) OFFER TO ATU LOCAL 192 2019 – 2020 NEGOTIATIONS Passed on April 23, 2020

Due to the current economic climate, the District, in response to ATU Local 192's April 20, 2020 Counter Proposal, is offering the following Last Best and Final Offer as a single economic package proposal to conclude negotiations and return to labor harmony.

WAGES:

Year:	Date	Wages:	Cash Incentive*	Economic Re-opener**
Year 1:	July 1, 2019	Three percent (3%) increase (retroactive to July 1, 2019)	Two percent (2%)	N/A
Year 2:	July 1, 2020	Three percent (3%) increase	N/A	N/A
Year 3:	July 1, 2021	Three percent (3%) increase	N/A	Reopener triggered by either party between January 1, 2021 and March 1, 2021 to negotiate FY 2021-22 3% wage increase.

***Cash Incentive:** The two percent (2%) cash incentive payout for year 1 is based on wages earned from the twelve (12) previous months, looking back from the most recent pay period from the date of Board Approval, but in any case no later than June 30, 2020. Cash incentive will be paid within four (4) pay periods after the beginning of the Fiscal Year.

****Economic Re-openers:** Automatic re-opener rights triggered by either party on the fixed date as follows over wage increases given the unknown trajectory of the economy over the next two years. On or before March 1, 2021, either party may trigger an economic re-opener to negotiate an increase or decrease of the 3% wage increase based on then-current economic circumstances. The parties must reach resolution or impasse within 45 days.

COST OF LIVING (COLA):

Continue the abeyance on COLA during the term of the agreed contract.

ATTENDANCE:

The District will agree to reduce one (1) attendance occurrence, which will be the oldest occurrence.

REMAINING OPEN PROPOSALS:

The District stands on its April 23, 2020 proposal for Master Journey Level Mechanic. All other open proposals will be withdrawn by the parties and the parties will consider this agreement as the final Tentative Agreement.

TERM OF AGREEMENT:

July 1, 2019 to June 30, 2022 (provided that the agreement has been ratified by the ATU membership and approved by the District's Board of Directors by July 1, 2020).

5:20pm
7/12/19

TENTATIVE AGREEMENT AC Transit and ATU, Local 192

Date: July 12, 2019

Time: 6:25pm

Representative for the
District:



TA FOR AC
NOT PROPOSED
2.08

Representative for the
Union:

Yvonne M. Williams 7/12/19 @ 6:25p

SECTION 2.0 UNION SECURITY

- 2.01 — ~~All employees coming within the scope of this Agreement, within thirty (30) working days after the date of employment, shall become and remain members of the Union during the period of this Agreement as a condition of their employment and will be on probation for ninety (90) working days to demonstrate ability to properly carry out their duties. The District shall send a copy of all new hire letters for ATU-represented positions, including positions in the transportation, maintenance, clerical, and purchasing and materials departments to the Union's Financial Secretary/Treasurer. Such copies must be sent contemporaneously with transmission of the new hire letter to the new employee. The copy may be sent by electronic mail and/or certified U.S. mail. The District will inform the Union of any ATU-represented new hires at least seventy-two (72) hours prior to their first day of scheduled orientation or for employees who do not have a scheduled orientation on the first date of employment. If the District alters its practices of notifying new employees that they have been hired, the District shall ensure that the Union's Financial Secretary/Treasurer has contemporaneous timely notice of all new hires into ATU-represented positions, including, but not limited to, the name of the new employee, the department and division in which the new employee is assigned, and the new employee's start date.~~
- 2.02 — ~~In the event a new employee fails to apply for membership in the Union within thirty (30) working days after his/her employment or fails to maintain his/her membership in the Union as required by Paragraph 2.01 of this Agreement, the Union may give the District written notice of this fact and within two (2) days after receipt of said notice the District shall terminate the employment of said employee. The Union shall be afforded thirty (30) minutes during employees' paid time to meet with and provide materials and information to all ATU-represented new employees, including employees in the transportation, maintenance, clerical, and purchasing and materials departments, outside the presence of management or human resources relations or labor relations personnel during new employee orientations, or, for employees who do not have a scheduled orientation, on their first date of employment. The~~

District shall ensure that the Union's meeting will be held in a space that allows private communication with those in attendance. The Union's meeting shall be shown as an integral part of the agenda for the orientation, or new hire meeting, shall not be scheduled to coincide with scheduled meal or break time for the orientation, shall not be the final agenda item of any day, and shall not be scheduled after the conclusion of the agenda on any day.

- 2.03 The District ~~shall deduct from represented employees' pay and remit to the Union agrees to make payroll deductions according to the terms and conditions of the authorization to deduct membership fees, dues, Employees' Benevolent Association donations, Committee on Political Education (C.O.P.E.) contributions, and Credit Union amounts, and other deductions as may be established and changed from time-to-time by the Union. Consistent with Government Code Section 1157.3, this includes, in addition to membership dues, payroll deductions for any other service, program, or committee established by the Union, including deductions from retirement benefits paid to retired employees or deductions for Union-sponsored insurance programs. The District shall also make direct, electronic payments to employees' Credit Union and other financial institutions upon the request of the employee. The Union retains the right to delete any part of the following from this paragraph: "authorization to deduct membership fees, dues, Employees' Benevolent Association, C.O.P.E. and Credit Union. The Union will hold the District harmless from any claims on account of any such deductions.~~

For existing membership dues or other authorized payroll deductions, the District will continue to make deductions until the Union certifies that an individual has stopped such deductions.

For new deductions, the Union will provide the District certification that an individual has authorized a deduction, and the District will begin the new deductions on the first payroll period of the month following the Union's certification.

In the event that the District receives a written authorization for a Union payroll deduction directly from an employee, the District will commence deductions on the first payroll period of the month following receipt of the authorization and will provide a copy of the authorization to the Union within one week.

Consistent with Government Codes Sections 1157.3 and 1157.12, authorizations for payroll deductions are revocable only as provided by the written ~~authorization~~ certification from the Union. The District shall not resolve disputes between the Union and represented employees concerning union membership or deductions, or provide advice to employees about such matters. The District will direct employee questions or concerns, or requests to change or cancel deductions, to the Union. The Union will hold the District harmless from any claims on account of deductions or cancellation of deductions, consistent with the Union's written certification.

- (a) All employees shall have the option of having his/her pay transferred by direct deposit to the financial institution of his/her choice. Employees may select up to three different financial institutions for their deposits. Employees who elect to use direct deposit may have to change their payday to a day other than Friday. However, direct deposits shall be made weekly. Bi-weekly payrolls will go into effect as of November 5, 2011.

(b) The Union will indemnify the District for any claims made by an employee for deductions taken pursuant to this Section and made in reliance on the Union's certification, so long as the District promptly provides written notice to the Union of any claim within seven (7) days of receipt of said claim. For claims the District is seeking indemnification for, the Union shall have the exclusive right to appoint and direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed. The duty to indemnify does not apply to actions or claims brought by the Union against the District related to compliance with or enforcement of this Section nor to actions or claims resulting from the District's failure to comply with this Section, failure to promptly correct errors or issue refunds where the District is solely at fault, or the District's gross-negligence, unlawful, or wrongful acts.

2.04 The District shall inform each new employee at the time of his/her employment of the existence of this Agreement and furnish him/her with the name and address of the Union and refer him/her to the Union where a copy of said Contract may be obtained.

(a) Effective July 1, 2000, initial training of all ATU positions shall include 1 full day at the Union.

2.05 All employees shall continue to be covered by Social Security, Worker's Compensation, State Disability and Unemployment Compensation.

2.06 The Union representative, as outlined in Paragraph 1.03, shall be permitted by the District to transact any Union business on the premises of the District but at no time delay the scheduled work assignment of the employee.

2.07 The District will not participate in any "workfare" program wherein welfare recipients work in ATU classifications for their welfare payment. If ordered by outside forces, under the risk of losing funding, the District may screen and hire such recipients into ATU classifications at the regular rates of pay.

~~2.08 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.~~

union
DN
agree

[Include Resolution 18-028 after the signature page]

James M. Williams 2/12/19 @ 6²⁶/₈

251 - N/A, 15 - 2000, 17 - 2000

**DISTRICT MODIFIED AND COUNTER PROPOSAL TO ATU's
COUNTER PROPOSAL FOR SECTION 5 ARBITRATIONS**

AC Transit and ATU Local 192

Passed to ATU February 7, 2020

**SECTION 5.0
ARBITRATIONS**

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

Michael Prihar

Alexander Cohn

Wilma Radar

Morris Davis

Carol Vendrillo

Andrea Dooley

Ron Hoh

John Kagel

SO AGREED:

Date: February 7, 2020

Time: 2:55 pm

TA: Representative for the District: [Signature]

TA: Representative for the Union: Gyenne M. Nulime - 2/7/2020 @ 2:55 p

**District's Second Counter Package Proposal to ATU Local 192 Counter
Package Proposal on Sick Leave and Runs**

(Attachment #1a)

Passed August 9, 2019

Passed November 6, 2019

Passed December 26, 2019

1/23/2020

8:09am 6.06(c)

TA  Union
TA  ACT

**SECTION 6.0
ATTENDANCE POLICY**

- 6.01 (a) It is recognized by the parties that a significant number of AC Transit employees have good attendance records. It is further recognized that the economic well-being of the District is dependent on employees maintaining good attendance records by coming to work on time and on a regular basis. The intent of this program is to recognize those employees with good attendance records and, consistent with this policy, not to discipline them. Those employees who are guilty of excessive or unacceptable absenteeism, consistent with this policy, will be counseled and, if their attendance does not improve, will be subject to progressive discipline up to, and including discharge.
- (b) Excessive absenteeism is not based solely on the number of times an employee is absent. For example, an employee may not be guilty of excessive absenteeism even if he/she is off from work many days if there are legitimate reasons for his/her absences, consistent with this policy. Similarly, an employee may be guilty of excessive absenteeism if he/she is simply taking time off without legitimate reason, consistent with this policy. Whether an employee is guilty of excessive or unacceptable absences depends upon all the facts of each particular case.
- 6.02 (a) Except as set forth in subsection (b) of this paragraph, an "absence" is a failure to be at work, or to remain at work as scheduled, for any single workday or for any single consecutive series of work days or any portion of any single workday or days. An "absence" also includes each "failure to report as assigned" which occurs when an employee:
- (1) Fails to report in person as assigned before his/her starting/report time. (For all employees, other than Bus Drivers and Dispatchers, two (2) instances of tardiness of 6 minutes or less shall be considered a single absence, deemed to have occurred for purposes of any rolling twelve-month period upon the second instance of such tardiness.)
 - (2) Fails to make relief at the designated time and place.
 - (3) Fails to notify the District at least 1/2 hour prior to his/her starting/report time of his/her unavailability for work (an employee shall not receive an absence for failure to report in person for an assignment if the employee

has received an absence for failing to report unavailability for the assignment under this paragraph).

- (b) The term "absence" shall not include any of the following:
- (1) Absence due to job-related injuries or job-related illnesses substantiated by a medical doctor within 24 hours of return to work;
 - (2) Absences from work resulting from vacation, holidays, military leave, bereavement leave, authorized leaves of absence (including "personal excused"), excused on a holiday either by own request or District request, union business, suspensions imposed by the District, or jury duty;
 - (3) Any failure to report as assigned or failure to be at work (if reported within twenty-four hours after the start of the employee's shift or work assignment), or any failure to remain at work (if reported to the employee's supervisor prior to leaving work), that is due to a documented catastrophic event, occurring to the employee, or to his/her spouse, dependent minor child, parent, or previously designated domestic partner. (Vacation may be used in connection with catastrophic events as outlined in Paragraph 17.24).
 - (4) Any failure to report as assigned, failure to be at work, or failure to remain at work, which is excused by a supervisor pursuant to Paragraph 6.03(a) - (c) of this section.
 - (5) In the event of a serious illness or injury to the employee verified by a medical or dental practitioner, or a verified continuing civil court matter (including hearings and conferences required by a court, but not including meetings with the employee's attorney), requiring the employee to be away from work during a future period of time, or a serious illness or injury to the employee's spouse, dependent minor child, or previously designated domestic partner, verified by a medical or dental practitioner, requiring the employee to be away from work during a future period of time, the employee, the Union and the District shall agree to a plan that will reasonably allow the employee to be away from work over a specified period of time. In developing such plans, the needs of the employee and the District shall be considered. Such days missed from work shall not be considered an "absence".
 - (6) FLEXTIME: No employee will be required to work an alternative schedule or flextime.

Based on the particular operational considerations of each department/division, the parties agree that on an individual basis, with the

approval of the employee, the department manager, and the union; flextime may be arranged for employees at the employee's option.

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

(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 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 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 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 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 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 six (6) or more absences, in any rolling twelve-month period, he/she shall receive the following discipline:

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

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

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

Ninth (9) absence – discharge.

[The changes to section 6.05 and 6.06 outlined above shall become effective March 1, 2014. Prior to that time the language from the 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.

- (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.

District's Counter Proposal on Section 10 (Safety) NEW Section 10.05 to ATU
Local 192

Passed on March 3, 2020

3:56pm

10.05 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 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 shields 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.

TA
ATU Local 192

Date

TA
AC Transit

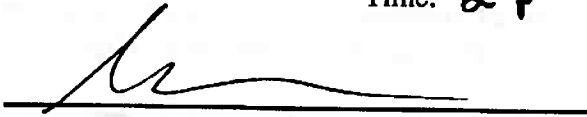
Date

**TENTATIVE AGREEMENT
AC Transit and ATU, Local 192**

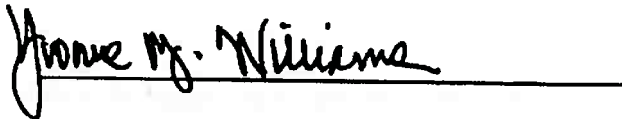
Date: August 22, 2019

Time: 2¹⁵_p

Representative for the District:



Representative for the Union:



Section 12
PAY ALLOWED FOR INJURY ON DUTY

- 12.01 Any employee injured on the job shall have the option of integrating sick leave and workers' compensation benefits. No employee shall receive more than eight (8) hours pay (6 hours for Peak Hour bus drivers) for each working day absent. Industrial Injuries must be reported within 24 hours of occurrence.
- 12.02 If an employee is off due to Industrial Injury for 21 calendar days, the District shall pay the difference between the run or shift pay and \$36.00 for each workday lost during the three-day waiting period provided by the California Worker's Compensation Act.
- 12.03 If an employee is off due to injury from an unprovoked assault, serious accident, or is hospitalized because of physical injury, he/she shall receive his/her regular rate of pay for his/her regular assigned hours for each workday lost during the three-day waiting period provided by the California Worker's Compensation Act.
- (a) Trauma Response: When an employee is assaulted and/or traumatized, the District shall immediately refer the employee to the District's Employee Assistance Program for confidential trauma debriefing and therapy. Appointments must be scheduled as soon as possible but in any case within twelve hours of the event. Such referral is mandatory. Employees refusing EAP will not be allowed to return to work.
- (b) Stress Management and Crisis Response Program: The Safety Committees, the District's Protective Services Manager and Safety Administrator shall jointly develop and provide a Stress Management and Crisis Response Program tailored to the unique circumstances faced by ATU-represented employees. The goal of this program is to provide peer intervention by ATU-members trained to be peer advocates first responders by stress management and crisis professionals. The initial employees to be trained as peer advocates first responders shall be all Safety Committee members plus standby designees at the Sales Force Terminal. 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 ~~First Responders~~ 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 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.
- 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).

**District's Second Counter Package Proposal to ATU Local 192 Counter
Package Proposal on Sick Leave and Runs**

(Attachment #1b and #2)

~~Package Proposal Passed December 12, 2019~~

~~Passed December 17, 2019~~

Passed December 26, 2019

13.09(Cd) 9:31 am 1/28/2020
SECTION 13.0
SICK LEAVE
TA [Signature] Union
ACT

- 13.01 Regular full-time employees who are off work due to a bona fide sickness or non-occupational injury, or due to an occupational injury for which he/she has opted to integrate sick leave with workers' compensation under Section 12.0, shall be eligible for sick leave. While sick leave shall accrue during an employee's probationary period, it cannot be used until after the completion of that period. For any absence that exceeds 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 receive pay for fifty percent (50%) of the days in excess of the one hundred and forty (140) day maximum accumulation and may roll over the remaining 50% into a deferred compensation plan. The employee would begin the new year with one hundred and forty (140) days. The employee will be paid by March 1st of that year. Employees may also elect to accrue over 140 days. The days over 140 will stay in the employee's bank for use in case of catastrophic illness over 140 days. Cash out is limited to 140 days.

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

- (a) In addition, employees who are within three years of retirement may opt to roll over (up to 25% each of the three years) of their sick leave accrual into a deferred compensation (457) plan in accordance with IRS codes and regulations.
- (b) Employees who have the following accrued sick leave balances may opt to roll over days into a deferred compensation (457) plan in accordance with IRS codes and regulations.

Employee has this # of days accrued then	Employee may convert up to this # of days to Deferred compensation
10 days	2 days
25 days	5 days
50 days	20 days

13.07 Payment under this Section shall be computed on the basis of 8 —hours per day each workday of absence. Employees who have accrued but unused 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 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.

*Review
11/31/2020
11:56 pm*

- (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 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 continue to be absent thereafter, they may be disciplined up to and including discharge, under Section 6.06(c);
- 4.6. Notice employees are still subject to the thirty (30) day call-in requirement under Section 13.01.

~~and must qualify for a leave entitlement or a leave of absence under 16.02. The Union may also be present at this meeting at the employee's discretion. Should the employee fail to meet with the District to engage in the interactive engagement process by the sixtieth (60th) day, the District shall have sufficient grounds to terminate the employee. Should the employee meet with the District to engage in the interactive engagement process and still fail to qualify for one of the above-mentioned leaves extending past sixty (60) days and continue to be absent thereafter, the District shall also have sufficient grounds to terminate the employee.~~

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

Handwritten signature and date:
11/31/2020
1:56 P

~~Any discipline or termination for failure to engage in the interactive engagement process or gain the necessary approved leave of absence prior to the employee's sixtieth (60th) day absent will be subject to expedited arbitration under Section 5.0. Sections 6.05 and 6.06 do not apply under this Sub-Section.~~

~~Employee's still are subject to the thirty (30) day call-in requirement.~~

- (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.


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

you reviewed 11/31/2020 1:57p



AC TRANSIT COUNTER PACKAGE PROPOSAL
AC Transit and ATU Local 192 Negotiations 2019 – 2020
Passed to ATU with Term Sheet Proposal on February 12, 2020

District:

 2/12/2020 1:47 pm

Union:

 Gloria M. Williams 2/12/2020 @ 1:43 p

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.

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

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

- 16.02 Employees covered by this Agreement may be granted a leave of absence without pay limited to one hundred and thirty-five (135) calendar days (in leap year it will be one hundred and thirty-six (136) days) in any calendar year without loss of seniority. Except in emergency situations, applications for a leave of absence shall be made to the District and the Union at least fifteen (15) days prior to the anticipated commencement of such leave.
- 16.03 All employees covered by this Agreement will be granted up to ten (10) days annually for emergency leave when valid reasons are submitted to the department manager. The Union shall be notified by the District of the effective date of such leave and anticipated return.
- 16.04 Any employee who accepts gainful occupation while on any leave of absence except as shown in Paragraph 13.09(b), or 16.01(b) and (d) terminates his/her employment with the District.
- 16.05 Any employee desiring a leave of absence to attend a training program which involves subjects related to the Transit Industry will be granted up to a maximum of one (1) year leave of absence without loss of seniority.
- (a) Notice of intent to engage in a training program defined herein shall be given to the department manager and the Union at least thirty (30) days prior to such leave.
- 16.06 Maternity leave of absence will be granted to each employee covered by this Agreement who becomes pregnant in accordance with the Family Medical Leave Act (FMLA) and California Pregnancy Disability Leave (PDL), and if applicable, the California Family Rights Act (CFRA). 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 may work part time and gradually return to work for up to 12 weeks, and may request to work part time for additional time, subject to approval of the District and the Union.
- 16.07 All questions of seniority shall be determined by the Union.

SECTION 24.0 PROMOTIONS

~~No training pay other than that specifically provided for in the CBA. Except as otherwise set forth in this Agreement, all employees assigned to train another employee shall receive a daily training premium of twenty percent (20%) of their base hourly wage for each day so assigned.~~

SECTION 36.13 DIVISION OFFICE EMPLOYEES

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.

~~Existing dispatchers training new dispatchers will be compensated at the Chief Dispatcher rate of pay for all training assignments performed.~~

SECTION 91.06 CLERICAL OFFICE EMPLOYEES

Employees in any classification listed in section 91.01 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.

TENTATIVE AGREEMENT

Agreed to on 2/12/2020

SECTION 24.0 PROMOTIONS

~~No training pay other than that specifically provided for in the CBA. Except as otherwise set forth in this Agreement, all employees assigned to train another employee shall receive a daily training premium of twenty percent (20%) of their base hourly wage for each day so assigned.~~

SECTION 36.13 DIVISION OFFICE EMPLOYEES

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~~ ~~120%~~ of their base hourly wage for each day so assigned.

~~Existing dispatchers training new dispatchers will be compensated at the Chief Dispatcher rate of pay for all training assignments performed.~~

SECTION 91.06 CLERICAL OFFICE EMPLOYEES

Employees in any classification listed in section 91.01 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~~ ~~120%~~ of their base hourly wage for each day so assigned.

DocuSigned by:
T Ahronne Williams
9C9F6E550B94E9
ATU Local 192

5/4/2020

Date

DocuSigned by:
T Derek Calloun
C0C8001D882A44E
AC Transit

5/4/2020

Date

**DISTRICT COUNTER PROPOSAL TO ATU LOCAL 192 PROPOSAL
FOR NEW PROPOSED SECTION 19.07 (Dependent Care Trust)**

BETWEEN

AC Transit and ATU, Local 192


Passed on January 29, 2020

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)~~ ~~\$0.07~~ 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.

TA  ACT 6:25
TA Avonne M. Williams 6:33 Union 2/6/2022

District's Counter Proposal on Life Insurance for Retirees and Active Employees to ATU Local 192

Passed on March 3, 2020

2:41 pm

19.05 Life Insurance:

- (a) The District will provide life insurance/death benefits in the amount of two (2) times each employee's annual base pay through ~~\$10,000~~ Group Life Insurance ~~and/or the District's self-insured death benefit and \$4,600 accidental death and dismemberment for each active employee. In addition, the District will self-insure for each employee \$5,400 additional accidental death and dismemberment insurance.~~ 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.
- (b) On an annual basis the District will provide the opportunity for each active employee to purchase ~~up to an additional \$100,000~~ Voluntary Term Life Insurance. ~~(\$10,000 guaranteed; \$90,000 in increments of \$10,000 subject to a statement of health).~~
- (c) In addition to subsection (a) above, the District agrees to provide ~~an additional~~ \$100,000 insurance, as provided for in the current insurance policy, for any employee who is attacked and killed while in the performance of his/her duty.
- (d) All employees hired after the signing of this Agreement will become eligible for group coverage ~~and/or the District's self-insured death benefit~~ the first of the month following thirty (30) days of active service.

21.07 Pensioners:

- (a) Effective July 1, 2000, the District will contribute \$80.00 a month for each pensioner and spouse who are eligible for and enrolled in Parts "A" (Hospital) and "B" (Professional Services) of Medicare.
- (b) Effective July 1, 2000, the District will contribute \$40.00 a month for each pensioner only (no spouse) who is eligible for and enrolled in Parts "A" (Hospital) and "B" (Professional Services) of Medicare.
- (c) All pensioned members of Local 192 who were retired before February 1, 1978, and who were previously covered by Group Life Insurance shall have premiums paid for by the District to the following extent:

- (1) Those who previously elected \$1,000 coverage will have \$1,000 coverage paid for by the District.
- (2) Those who previously elected \$4,000 coverage shall have \$2,000 coverage paid for by the District. The other \$2,000 coverage will have to be paid for by the pensioner.
- (3) Those who retired on or after February 1, 1978, the District will pay the premium for twenty-five thousand dollars (\$25,000) life insurance coverage. The District will permit any pensioner to purchase ~~an~~ additional \$10,000 coverage under the District's Group Life Insurance Policy.

TA 
ATU Local 192

Mar 3, 2020
Date

TA 
AC Transit

3/3/2020
Date

R43880
3:37 PM

**TENTATIVE AGREEMENT
AC Transit and ATU, Local 192**

Date: August 26, 2019

Time: 4:47 PM

Representative for the District:

Representative for the Union:


 4:49 PM

**SECTION 31.0
LECTURES, COACHING/MENTORSHIP PROGRAMS**

- 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 the Americans with Disabilities Act (ADA) may include one-on-one interaction with people from the disabled community. Training shall include tie down on all types of buses, sensitivity, and civil rights of disabled people.
- 31.04 The District and the Union agree to maintain ~~establish~~ a joint Operator Coaching/Mentorship Program which ~~is will be~~ administered by a Joint Labor Management Committee (JLMC) 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 JLMMLC has established an ATU 192 Mentor Coordinator position that is funded by AC Transit. This full-time position is appointed by the JLMC. If the JLMC is unable to agree on an appointment, the ATU President and AC Transit General Manager shall jointly select the ATU Mentor Coordinator will be posted and filled through the District's recruitment process. The ATU Mentor Coordinator position must be filled by a District AC Transit employee, with applications open to members of AC Transit Transportation Division who have ten (10) or more years of experience as an Operators a District Bus Operator and meet 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 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 Mentor Coordinator. The General Manager or his/her designee may accept or reject the recommendation of the JLMC, and 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 Mentor Coordinator position will have many functions and responsibilities, including but not limited to:

- Staff the JLMC meetings; help set the agenda for all meetings
- With the JLMC representatives, develop goals and time lines for the Program; work with the JLMC representatives and District officials to keep them on task toward meeting Program time lines and goals
- Take the lead in developing a training curriculum for mentors and lead mentors
- Assist in the selection of mentors and in assuring assignment of mentors to mentees (ride along)
- Write progress reports on mentors and mentees
- Provide written and oral reports to stakeholders on a monthly basis
- Seek innovative ways to adjust, improve, sustain the JOCMP, including exploring grants and other funding possibilities
- Work closely with all agencies and organizations responsible for apprentice and training related matters
- Shall serve as a member of the Joint Apprenticeship and Training Committee (JATC) for the Coach Operator Apprenticeship Program (See: Section 31.05)
- Communicate with other ATU Locals/Transportation Districts which have established mentor programs in place and serve as a resource/ambassador to ATU Local/Transportation Districts which seek to establish such Operator/Mentor programs.

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 described in a board approved classification specification.

- 31.05 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 a least once a month to implement the Coach Operator Apprenticeship Program.

ATU Proposal on New Technology

4/14/20

SECTION 31 NEW TECHNOLOGY

31.05 The District and the Union recognize that the implementation of new technologies may impact the nature of and skills 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.

DocuSigned by:
Tahame Williams
ATU Local 192

4/14/2020

Date

DocuSigned by:
Tahame Williams
ATU Local 192

4/14/2020

Date

**Revised AC Transit Counter Proposal
AC Transit and ATU Local 192 Negotiations 2019
Passed to ATU on July 23, 2019**

Agreement in Principle for Sections 36.01, 36.02, 36.03, 36.11

Representative for the
District:

Denise Standridge 7/26/19 9:03am

Representative for the
Union:

Yvonne M. Williams 7/26/19 @ 9:02k

**SECTION 36.0
DIVISION OFFICE EMPLOYEES**

36.01 Division office clerks, dispatchers, ~~and 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, ~~or 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, ~~or mail messenger~~ or time keeper positions must be District bus drivers ~~or Division Office Employees~~ and will be broken in on such shifts as are deemed necessary. No bus driver 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, ~~control room operator~~, dispatcher, ~~or mail messenger or time keeper~~. During such intervening period he/she may be assigned as a clerk, dispatcher, ~~or 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.
- (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.

for 7/26/19

Should there be no qualified extra dispatcher bidding, it shall be detailed in inverse order of seniority.

- (b) In the event of a dispatch shift vacancy of less than fourteen (14) days, the following procedures will be used on a daily basis to fill the vacant shift: Dispatchers desiring day off work must submit a day off request in writing to the Home Division Office Manager. Day off requests will be accepted on a weekly basis. All slips shall be turned in by 10:00 a.m. the day prior to the requested day. Day off assignments shall be made by the manager or his/her designee using the following procedures:
1. The senior available regular dispatcher at the division where a vacant shift exists will be given first opportunity to work the vacant shift on his/her day off.
 2. The vacant shift will then be offered in seniority order to the next regular dispatcher available on day off, at the division where the vacancy exists, and so on down the list.
 3. In the event two or more shifts are vacant on the same day, the senior available regular dispatcher will be given his/her choice of vacant shifts.
 4. Any qualified extra dispatchers who are detailed to dispatcher shifts when a vacant shift occurs will be considered as regular dispatchers when offering day off work by seniority.
 5. If there are no volunteers at the "home" division of a vacant shift, the vacant shift can be offered to any regular dispatcher, system-wide, by seniority, who volunteers to work it. It is the responsibility of the dispatcher wanting to work at the foreign division to deliver (by fax, inter office mail or in person) a day off slip to the foreign division prior to 10:00 a.m. on the day before.
- (c) During the absence of a Chief Dispatcher, the shift shall be filled by the Relief Chief Dispatcher at the division where the vacancy exists. Should this person be unavailable, the shift will be offered to the senior qualified regular dispatcher at the home division. In the event a Chief Dispatcher shift is temporarily open on Saturday or Sunday, the appointed Chief Dispatcher at the division where the vacancy exists shall have first choice in working the shift on his/her day off. The shift will then be offered system wide to other appointed Chief Dispatchers in seniority order.
- (d) The resulting vacant regular dispatch shift shall be filled in accordance with Section 36.06 (b).

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

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

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

36.09 (OPEN) An 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.

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) a 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 (OPEN)

DIVISION OFFICE EMPLOYEES

CLASSIFICATION	10/4/15	7/1/2016	7/1/2017	7/1/2018
Chief Dispatcher	\$36.44	\$ 37.62	\$ 38.84	\$ 40.10

* 15% above Dispatcher

CLASSIFICATION	10/4/15	7/1/2016	7/1/2017	7/1/2018
Dispatcher	\$31.70	\$ 32.73	\$ 33.79	\$ 34.89

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

jm 7/26/19

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 10% of their base hourly wage for each day so assigned.

Existing dispatchers training new dispatchers will be compensated at the Chief Dispatcher rate of pay for all training assignments performed.

CLASSIFICATION	10/4/15	7/1/2016	7/1/2017	7/1/2018
Timekeeper 1 st six months	\$26.88	\$ 27.75	\$ 28.65	\$ 29.58
Timekeeper Thereafter	\$27.51	\$ 28.40	\$ 29.32	\$ 30.27
Lead Timekeeper	\$30.20	\$ 31.18	\$ 32.19	\$ 33.24
Division Clerk 1 st six months	\$26.88	\$ 27.75	\$ 28.65	\$ 29.58
Div. Clerk Thereafter	\$27.51	<u>\$ 28.40</u>	<u>\$ 29.32</u>	<u>\$ 30.27</u>
Mail Messenger	\$26.64	<u>\$ 27.51</u>	<u>\$ 28.40</u>	<u>\$ 29.32</u>

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.

Handwritten signature and date:
 JW 7/26/19
 WOS

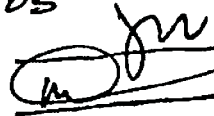

**District's Second Counter Package Proposal to ATU Local 192 Counter
Package Proposal on Sick Leave and Runs**

(Attachment #6)

Passed December 26, 2019

1/28/2020 1:45 pm
42.05

**SECTION 42.0
EXTRA BOARD**

TA  union
TA  ACT

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

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

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

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

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

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

Revised 1/31/2020
2:06 PM

- 42.05 Notwithstanding the above provisions for Extra Board assignments, new bus drivers ~~may~~ shall be detailed to work a group of trippers selected from the Extra Board list for a specific period not to exceed thirty (30) days after completing the initial training period. The detailed group of trippers shall be changed from week to week during the thirty-day period to give experience on several routes. Whenever the District wants to assign a group of trippers to new bus drivers for a period not to exceed thirty (30) calendar days, those assignments shall be shown separately on the detail sheet.
- 42.06 Should it become necessary for a division (due to their work load) to need Saturday and Sunday or Sunday and Monday as days off, those days off will be offered to the top seniority bus drivers on the Extra Board who have weekdays off so that they may be given the opportunity to take them if they so desire.
- 42.07 Should it become necessary for a division (due to their work load) to need weekdays as days off, those days off will be offered to the top seniority bus drivers on the Extra Board who have weekends off. If the required positions are still not filled, those days off will be assigned to bus drivers on the Extra Board in inverse order of seniority. Selection will begin with the first bus driver at the bottom of the Extra Board list with weekends off.
- (a) DEFINITION OF WEEKENDS
Friday and Saturday
Saturday and Sunday
Sunday and Monday
- 42.08 All point positions during any point assignment shall be separated by time to indicate rotation of work assignments.
- 42.09 Consistent with the requirements of the service and to the extent practicable, the District will endeavor to post the detail sheet by 1:30 p.m. of the day prior to the assignment, in the event that it is known by those preparing the posting that such trippers and runs are open at that time. When an owl assignment is vacant prior to the day of the assignment, it is to be worked by a day-off person if any (in order not to violate the state law that a bus driver has to be off 8 hours). If the District does not use the day-off person and the owl is on the Extra Board for the second day, it shall be rotated to another Extra Board bus driver that has 8 hours off. If there is no Extra Board bus driver with 8 hours off, the first bus driver may be assigned the owl assignment again.
-
- 42.10 Extra Board bus drivers shall show preference as to the day or night list according to their seniority and days off, consistent with the requirements of the service and to the extent practicable to do so. A day Extra Board bus driver working on one of his/her regular assigned workdays after 8:30 p.m. shall receive payment at time and one-half for work performed after 8:30 p.m.
- 42.11 Day Extra Board operators shall not be scheduled to start work later than 12:00 noon. Night Extra Board operators shall not be scheduled to start work earlier than 12:00 noon. The

only exception shall be to avoid cancellation in service. A Night Extra Board bus driver working one of his/her regularly assigned work days, shall receive payment of time and one half for all work performed before 12:00 noon. All work that is out after 8:00 p.m. is designated as night work.

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

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

*Reviewed 11/31/2020 pm
2:07*



2020

**District's Second Counter Package Proposal to ATU Local 192 Counter
Package Proposal on Sick Leave and Runs**

Passed January 29, 2020

TA	<u>Avonne M. Williams</u>	<u>January 29, 2020</u>	<u>3:48p</u>
	Union	Date	Time
TA	<u>[Signature]</u>	<u>1/29/2020</u>	<u>3:44pm</u>
	AC Transit	Date	Time

**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 or less shall only be required to have 20 minutes for meal/rest periods. There must be a minimum of 15 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.

- 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 system 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 will use the most recent, comparable CAD/AVL data, or other technology, to determine sufficient running time. 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 Driver's 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 ~~if possible~~.

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 ~~three-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 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 ~~attempt to~~ 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.

AC Transit and ATU Local 192 Negotiations 2019

Counter-Proposal Passed by AC Transit ~~January 29, 2020~~

2/6/2020 (BE)

SECTION 72.0 POWER TOOLS – JURISDICTION

The District agrees to increase the power tool allowance by (45%) forty-five percent, and the union will withdraw its proposal from June 14, 2019.

TA	<u>Thomas M. Williams</u>	<u>2/6/2020</u>	<u>7:09P</u>
	Union	Date	Time
TA	<u>[Signature]</u>	<u>2/6/2020</u>	<u>7:10 PM</u>
	AC Transit	Date	Time

ATU Local 192 & AC Transit Negotiations

10/9/19

The Union withdraws its proposals on Sections 2.08 and 72.05.

Date: October 9, 2019
12:01P

Yvonne M. Williams *Yvonne*
Yvonne Williams
ATU Local 192 President/Business Agent

ATU Local 192's Package Proposal

July 11, 2019

73.07 The facilities maintenance mechanics will be excluded from the system sign-up. As of the first system sign up following ratification 2013/2014, the Lift Mechanic classification will be merged with the Journey Level Mechanic classification and participate in the system sign-up. Lift Mechanics will be permitted to continue performing the same work as their prior classification until such time as they voluntarily bid out of that work into a Journey Level Mechanic assignment.

Vacant unit room positions will be filled by Journey Level Mechanics as positions become available through attrition (i.e. a current Unit Room Mechanic bids out of the unit room or retires). Unit Room Mechanics 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, Unit Room Mechanics are still subject to random drug testing. Any mechanic who wishes to bid out of the Unit Room shall provide 15 days written notice to the Union and the District of his intention to vacate the Unit Room position and shall obtain a Class B license before bidding out of the Unit Room. Unit room vacancies will only be subject to sign up if such position becomes available through attrition.

TA <u>Arnone M. Williams</u>	<u>1/31/2020</u>	<u>5:17 pm</u>
Union	Date	Time
TA <u>[Signature]</u>	<u>1/31/2020</u>	<u>5:14 pm</u>
AC Transit	Date	Time

**TENTATIVE AGREEMENT
AC Transit and ATU, Local 192**

Date: July 12, 2019

Time: 6:45 PM

Representative for the District:



Representative for the Union:

Thomas M. Williams 7/12/19 645/P

**SECTION 74.0
CLASSIFICATION – BIDS – VACANCIES**

- 74.01 Vacancies in the maintenance Department for shift and days off changes within a classification shall be posted one time only on bulletin boards at all divisions within four (4) days after the vacancy occurs. Bidding for the vacancy shall occur by seniority within the classification where the vacancy occurs. The vacancy shall be filled by the most senior bidder within the classification. Each employee may pass and keep his/her present position. A bidder may not bump an incumbent from his/her position.
- 74.02 Vacancies in the Maintenance Department shall be posted for advancement within four (4) days on bulletin boards at all divisions. Such postings may be concurrent with any posting for shift and days off changes within a classification. Each employee may pass and keep his/her present position.
- 74.03 An Apprentice's advancement throughout the Apprenticeship Program, including attainment of journey level, does not constitute the filling of a vacancy or require posting. Vacancies in the Apprenticeship Program will be determined by the District. In-house applicants may apply for such vacancies, and their qualifications shall be determined by the Joint Apprenticeship Committee (JAC), which determination shall not be subject to review under the grievance and arbitration provisions of this Agreement. Apprentices who drop or are dropped from the Apprenticeship Program may, as an alternative to termination, and at the District's sole discretion, be assigned to the Mechanic classification without posting. No such assignment may be made except upon the recommendation of the Joint Apprenticeship Committee. An Apprentice admitted to the Program from another position within the bargaining unit may, if dropped from the Program, revert to his/her former position displacing, if necessary, any employee hired to replace him/her.
- (a) Apprentices may enter the Small Transit Vehicle classification while at their existing rate of pay and level within the Apprenticeship program. They will continue to attend classes and record work process hours. As levels are completed, wage rates will increase up to Journey rate of pay. Conversely, STV mechanics

may enter the Apprenticeship program at their current rate of pay and advance in pay as they move to Journey level.

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

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

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

74.06 A vacancy in the classification of Service Employee will be posted for any employee at the division where the vacancy exists to voluntarily reduce his/her classification before it will be filled from the outside.

74.07 The above rules do not apply to the Unit Room, Lift Mechanic or Facilities Maintenance. A vacancy there will be posted in all divisions and bid on by seniority and qualifications.

74.08 All vacancies will be posted for four (4) days (excluding Saturdays, Sundays and holidays), and a copy will be sent to the Union at the time of posting. The Union will also be notified, in writing, when the vacancy is filled.

74.09 When an employee is advancing to Class "A", "B" or Service Employee, if qualified in his/her present classification, he/she shall be allowed to bid by seniority and assigned for a period not to exceed thirty (30) workdays to try out for the higher classification to qualify for the higher rate.

74.10 When an employee is advancing to Class "C", if qualified in his/her present classification, he/she shall be allowed to bid by seniority and assigned for a period not to exceed thirty (30) workdays to try out for the higher classification to qualify for the higher rate.

74.11 At the time of a permanent vacancy in the maintenance division office, employees shall be allowed to bid by seniority and assigned for a period not to exceed sixty (60) workdays to qualify for the position. An employee who does not qualify for such position shall be returned to his/her vacated position. The order of selection shall be as follows:

- (a) Seniority bidding within the maintenance division office;

James D. Smith 7/12/19 645
[Signature]

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

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

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

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

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

74.15 When employees are transferred temporarily to a higher-rated job, they shall be paid at the regular rate of pay for the job to which they have been temporarily assigned, provided they have previously qualified for or held said higher-rated job. If the temporary transfer is to a lower-rated job, the employees shall retain their seniority in former positions while filling temporary vacancies. All work usually done by a certain craft or department shall be given to employees belonging to the department or craft skilled in that particular work (e.g., Machinists, Painters) unless impossible or impractical to do so.

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

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

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

James M. Neumann 2/2/19 645

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.

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:

Handwritten: Jm - 7/1/14 645

- (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;
- (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.]

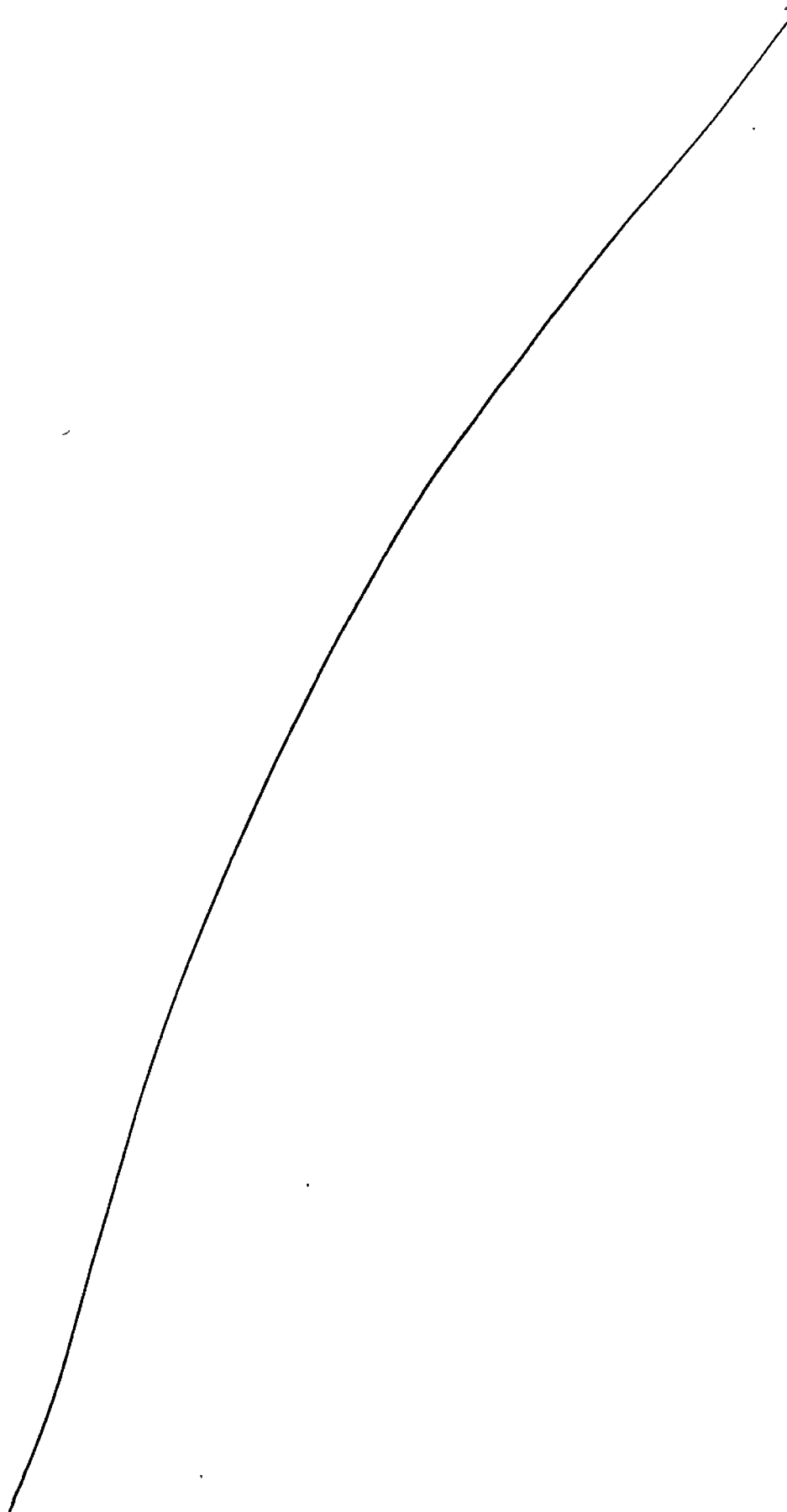
74.20 A senior employee within a classification displacing a junior employee within the same classification shall not have his/her wage rate reduced. An employee in a higher classification displacing an employee in a lower classification by the exercising of seniority shall receive the rate of pay for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

Handwritten signature and date: 7/12/19 6:46 p



53 of 73

DISTRICT COUNTER-PROPOSAL TO ATU LOCAL 192's PROPOSAL
FOR SECTION 82.0

Passed to the Union on October 10, 2019

SECTION 82.0

COVERALLS – RAINCOATS

82.01 The District shall provide all maintenance employees with eleven (11) pairs of coveralls, except service employees and janitors who shall receive nine (9) pairs of coveralls. Maintenance employees may substitute shirts and pants 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 with a detachable hood. 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 and raincoats shall carry a Union label.

Yvonne M. Williams

TA Union Representative

October 10, 2019 12:45p

Date

Denise Stanchidge

TA AC Transit Representative

10/10/19 12:48pm

Date

ATU Local 192's Contract Proposals
Exchanged June 14, 2019

- 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, and 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.

1/23/2020 4:07pm

TA [Signature] Union
TA [Signature] ACT

**TENTATIVE AGREEMENT
AC Transit and ATU, Local 192**

Date: July 12, 2019

Time: 6:30 pm

Representative for the District: _____

Representative for the Union: _____

[Signature]
James M. Williams 7/12/19 c 6³³ p

**SECTION 92.0
FILLING VACANCIES**

- 92.01 At the time of a permanent vacancy in the materials section, it shall be posted for bid on Purchasing and Materials Department bulletin boards and then if necessary, other units simultaneously. The order of selection will be as follows:
- (a) Seniority bidding within the materials section;
 - (b) Seniority bidding within the purchasing section;
 - (c) Thereafter, seniority in other units bidding.
- 92.02 At the time of a permanent vacancy in the purchasing section, it shall be posted for bid on Purchasing and Materials Department and clerical unit bulletin boards and then if necessary, other units simultaneously. The order of selection will be as follows:
- (a) Seniority bidding within the purchasing section;
 - (b) Seniority bidding within the materials section;
 - (c) Seniority bidding within the clerical unit;
 - (d) Thereafter, seniority in other units bidding.
- 92.03 When an employee who is qualified in his/her present classification bids by seniority and is promoted or transferred to another classification within the materials section, he/she shall be assigned for a period not to exceed thirty (30) workdays to try out for the new classification to qualify for the higher rate.
- 92.04 In the event an employee does not prove satisfactory, he/she will revert to his/her former position without loss of seniority.
- 92.05 All temporary vacancies and temporary special projects will be offered to those qualified by seniority. If no employee accepts the temporary assignment, it will be assigned in inverse order of seniority. After completion of the assignment, such employee will revert to his/her former position without loss of seniority.

92.06 When an employee is transferred temporarily to a higher-rated job within the materials section, he/she shall be paid at the higher-rate of pay for the job to which he/she has been temporarily assigned provided he/she has previously qualified for or held said higher-rated job. If the temporary transfer is to a lower-rated job, the employee shall retain his/her seniority in his/her former position while filling the temporary vacancy and his/her wage position will not be worsened.

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

92.08 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.

James M. Sullivan 7/12/19 @ 6:37 p

**Revised AC Transit District Proposal
AC Transit and ATU Local 192 Negotiations 2019
Passed to ATU on June 14, 2019**

Agreement in Principle for Section 93.09

Representative for the
District:

Denise Standridge

Representative for the
Union:

Yvonne M. Williams 7/26/19 @ 5³⁰

**SECTION 93.0
SENIORITY – SIGN-UPS**

- 93.01 The District shall set up weekly work schedules to be signed on by materials section employees semi-annually effective the first Sunday in January and July. Such lists shall be furnished to the Union approximately November 15th and May 15th of each year. A seniority list shall be posted at each division showing each employee's name, seniority date, present assignment and classification.
- 93.02 The sign-ups are to let the materials section employees exercise their seniority in signing on any classification for which they are qualified and to let them transfer from one section or location to another within the materials section only.
- 93.03 All system sign-ups are to be held at the Central Maintenance Facility or any other location mutually agreed upon.
- 93.04 It shall be the responsibility of each employee to be present at the designated time and place. If working at the time to sign, the employee will be contacted by phone at his/her section or location by his/her Union representative. Any employee who cannot be present because of working or other causes may leave his/her choices, in writing, with the Union representative at least 1 hour in advance of the designated time to sign. In the event the choices are not available or the employee fails to appear at the designated time, the Union representative will select the shift and location and such selection shall be final. No employee will be permitted to pass his/her turn to sign.
- 93.05 Employees shall select their jobs and shifts, exclusive of inventory control clerk, print shop positions (excluding parts clerk(s)), lead person and working parts supervisor, based on department seniority.
- 93.06 One (1) week prior to the posting of each sign-up, the Union shall have a copy of the sign-up list and seniority list of employees.
- 93.07 The District will post the sign-ups one (1) week prior to the starting of each sign-up.

jm

WCS

93.08 After completion of each sign-up, a copy shall be forwarded to the Union.

93.09 If any employee changes his/her shift or days off on ~~a the January or July~~ sign-up and causes a vacation conflict with another employee already signed on the same shift, the employee with the greater District seniority shall have the option of taking his/her vacation as scheduled or changing his/her vacation to another available slot and working his/her signed- on shift.

93.10 If a facility or division is closed or opened, a system sign-up shall be held

A handwritten signature in black ink, consisting of a stylized 'm' or 'n' shape.

**DISTRICT COUNTER-PROPOSAL TO ATU LOCAL 192's PROPOSAL
FOR SECTION 97.0**

Passed to the Union on October 10, 2019

**SECTION 97.0
SAFETY EQUIPMENT**

97.01 The District will require that all materials section employees (except printers and inventory control clerks) wear oil-based, non-skid shoes. The District will provide each such materials section employee, on October 1st of each succeeding year, a voucher toward the purchase of these shoes. It will be up to the employee to purchase and wear appropriate footwear which complies with the requirements. Footwear which is defective or inappropriate to the extent that its ordinary use creates the possibility of slippage shall not be worn. In any event tennis shoes will not be allowed.

97.02 The District shall provide all current and future employees in the Purchasing and Materials Department with eight (8) pairs of coveralls, except for printers, bindery workers and print press operators who shall receive ten (10) pairs of coveralls. All coveralls will be furnished with the employee's name. All coveralls will be cleaned by the District at its expense. The District shall replace any coveralls that are no longer serviceable.

(a) In the month of September, vouchers will be issued to each materials employee for the purpose of ordering a jacket with a detachable hood. No employee will receive more than one voucher annually.

Yvonne M. Williams
TA Union Representative

October 10, 2019 12:47 p
Date

Denise Standridge
TA AC Transit Representative

10/10/19 12:47pm
Date

AC Transit and ATU Local 192 Negotiations 2019

Proposal Passed April 23, 2020

TA _____
Union Date Time

TA _____
AC Transit Date Time

SIDE LETTER AGREEMENT

RE: IMPLEMENTATION OF MAINTENANCE MASTER JOURNEY LEVEL MECHANIC MEMORANDUM OF UNDERSTANDING

This is a Side Letter Agreement between AC Transit District and ATU Local 192. This Agreement between the parties is pursuant to Section 77.06 of the 2019-2022 Agreement, the parties' 2007 Memorandum of Understanding ("MOU") regarding Master Journey Level Mechanics, and the Interest Arbitration Award Panel of 6/24/11. The purpose of this Side Letter Agreement is to implement the MOU as clarified by the 6/24/11 Interest Arbitration Panel Award.

To effectuate the agreements set forth in the MOU, the parties agree as follows:

1. Within six (6) months of ratification of this Agreement, the District, with input of the Joint Apprenticeship Committee (JAC) set forth in Section 75.04 shall begin developing the criteria, curricula, assessments and certification for the Master Journey Level Mechanic (MJLM) Program. Once external funding has been secured for the ~~Master Journey Level Mechanic (MJLM)~~ Program, the District shall decide on the quantity-number of participants to enter the program, consistent with Paragraph 5 below. The ~~Joint Apprenticeship Committee (JAC) set forth in Section 75.04~~ shall administer the selection process, disqualification or removal from the Program, and advise on the training process ~~for MJLM~~ consistent with qualifications set forth in the MOU, and incorporating the requirements of the National Institute for Automotive Service Excellence (ASE) Master Transit Bus Technician and Electronic Diesel Engine Specialist designations. These qualifications include Diesel Engines, Drive Train, Brakes, Suspension and Steering, Electrical/Electronic System, Heating, Ventilation and Air Conditioning (HVAC), Preventative Maintenance Inspection (PMI), Fuel Cell, Hybrid, Battery Electric equipment and hands on demonstrations based on the current fleetse systems. If the JAC has a tie vote on any matter, that matter shall be referred to the ATU Assistant 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).

2. The District shall initiate MJLM training classes upon receipt of funding for the MJLM Training Program. Vacancies in the MJLM Training Program shall be filled by the most senior person found to be qualified by the JAC.
3. Qualifications for the MJLM Training Program:
 - a. Journey Level Mechanics who have completed three (3) years of service following the completion of the Heavy-Duty Coach Mechanic Apprenticeship Program and External Journey Level Mechanics who have completed three (3) years of service. All applicants for the MJLM Training Program must also pass a journey-level hands-on skills assessment within the twelve (12) months' prior to applying for the MJLM Program.
 - b. No current adverse entries and not subject to discipline under Section 3.0 of the CBA.
4. Journey Level Mechanics must pass and retain the National Institute for Automotive Service Excellence (ASE) designation of Master Transit Bus Technician with the Electronic Diesel Engine Diagnosis Specialist to be qualified for the MJLM position.
 - a. The designation above consists of the following 8 tests: Test H2, plus H3 through H8 and L2.
 - b. Journey Level Mechanics accepted in the MJLM Program will have the opportunity to earn an additional 15% above JLM pay per hour. For each test (including hands-on assessments) successfully passed, the mechanic in the program will earn an additional 1.25% per hour for the first seven (7) tests. An additional 6.25% per hour will be earned after completion of all eight (8) tests and successful hands on assessment.
 - c. All pay adjustments will be submitted quarterly at the end of the ASE test period cycle.
 - d. Failure to maintain the ASE Master Transit Bus Technician and Electronic Diesel Engine Diagnosis Specialist designation will result in return to Journey Level Mechanic status. The additional pay will be adjusted based on the current number of tests successfully passed.
5. The District shall provide the opportunity to bid on MJLM positions during the sign up following the Journey Level Mechanic's qualification for the position. Beginning the first sign up in 2021, the District shall provide the opportunity to bid on up to two (2) MJLM positions per Division, including CMF.
6. Twenty-four (24) months after completion of the first round of MJLM training courses (including all eight classes, tests, and hands-on assessments), the District and the Union

will meet to determine the effectiveness of the program and the stability of future external funding.

This agreement on implementing the Master Journey Level Mechanic Program supersedes the 2010-2013 Memorandum of Agreement discussing the Master Journey Level Mechanic Program.

[Also return MOU from 2010-2013 CBA into contract book]

District's Counter Proposal on Safety Shields to ATU Local 192

Passed on March 3, 2020

11:30 am

3:53 pm

**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.


ATU Local 192


Date

TA


AC Transit


Date

**District's Third Counter Package Proposal to ATU Local 192 Counter
De-Escalation and Customer Service Training**

Passed on February 7, 2020

**Agreement with this Side Letter will supersede, and the Union agrees to withdraw, the
Union's proposal for Section 10.4 (Safety) passed on July 11, 2019**

**SIDE LETTER AGREEMENT
BETWEEN AC TRANSIT AND ATU LOCAL 192**

The Union and the District shall within ninety (90) days of ratification of this agreement develop a Customer Service and De-Escalation Training Committee ("Joint Committee"). The Joint Committee will be comprised of one (1) member from ATU, one rank and file member chosen by each of the other bargaining units if they elect to do so, and an equal number of members from Management. The Joint Committee shall meet to develop the contents of a training program on de-escalation. Upon reaching an agreement on the contents, the Joint Committee shall develop a scope of work for a procurement for a vendor to provide the training program under a "train the trainer" model. The Joint Committee will work with the Procurement and Materials staff to procure the vendor in compliance with Board Policies on Procurement and Purchasing. Once a contract is awarded to the selected vendor, District instructors from the District's Safety Department or as designated by the District and two (2) ATU co-instructors will be trained. The trained District instructors and ATU co-instructors will provide training to all ATU-represented employees within two (2) years. The training will also be provided to all other represented and non-represented employees who work with the public as part of their job duties.

Approved Yvonne M. Williams Date 2/13/2020 1:07p

Approved [Signature] Date 7/12/2020 1:28p

January 30, 2020 TA

Informational Side Letter Agreement (13.09c Notes)

to

Develop a District Policy on the Interactive Process

The District shall prepare a policy for absences exceeding five (5) consecutive work days due to medically related absences. At least thirty (30) days prior to distribution of the policy to ATU 192 represented employees, the District shall provide a copy to the Union President. If the Union President or designee request to meet and confer over the policy, the District and the Union shall promptly meet. This sub-section shall not take effect until at least thirty (30) calendar days after the approved policy is distributed to all ATU 192 represented employees.

Union Anne M. Williams Date 1/31/2020 1:17 pm
District [Signature] Date 1/31/2020

Time 1:17pm

1/28/2020 1:11am

TA union
TA ACT

1:50m

ATU COUNTER AND PACKAGE PROPOSAL ON SICK LEAVE & RUNS

12/17/19

PC

1/28/20

13.09(c): (move to side letter)

side letter

The District shall prepare a policy for absences exceeding five (5) consecutive work days due to medically related absences. At least thirty (30) days prior to distribution of the policy to ATU-represented employees, the District shall provide a copy of the policy to the Union President. (If the Union demands to bargain over the policy) the District shall meet and confer with the Union over the policy. This sub-section shall not take effect until at least thirty (30) calendar days after the approved policy is distributed to all ATU-represented employees.

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 (60) 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 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 sixty (60) consecutive work days; (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 continue to be absent thereafter, they may be disciplined, up to and including discharge, under Section 6.06(c); and (6) notice that 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.

13.09(d): Union will accept the District's 12/17/19, 10:06 am language on this section making Section 13.09(d) subject to the Union's proposed language for Section 13.09(c).

16.01(c)

Absence due to physical disability shall not exceed one (1) year provided the employee has applied for industrial injury, is on protected state or federal leave, or the District has approved of an employee's extended absence as a form of reasonable accommodation.

16.01(e): The Union will accept the District's 12/17/19, 10:06 am deletion of sub-section (1).

The Union will agree to these changes set forth above related to Attendance, if the District agrees to the following proposals relating to Operator Runs:

- (1) Section 40.22 (passed 6/6/19 and 10/18/19)**
- (2) Section 42.05 (passed 6/6/19, 7/11/19, 7/26/19, and 10/18/19)**
- (3) Section 48.06 without change to first paragraph of 4 to 5 minutes (passed 7/26/19 and 10/18/19)**
- (4) Interim Agreement re: Implementation of Meal and Rest Periods in Wage Order No. 9**

**INFORMATIONAL EMPLOYEE DOCUMENT
LEAVE MANAGEMENT PROCESS FOR EXTENDED ABSENCES DUE TO ILLNESS
FEBRUARY 10, 2020**

INITIAL CONTACT BY LEAVE MANAGEMENT

- I. When the District has received notice that an employee has been absent from work for four (4) or more consecutive workdays, the Leave Management Office will send the employee a provisional designation leave packet via U.S. First Class mail to their address on record with the District, which at a minimum includes:
 - a. Designation Letter (Medical certification form 15 day due date included)
 - b. Leave Request form
 - c. Medical Certification form
 - d. Sick/State Disability Insurance form
 - e. Family Medical Leave/California Family Rights Act Brochure
 - f. Employee Assistance Program Brochure
 - g. Payroll Authorization form
 - h. State Disability Insurance Application and
 - i. 1420 Wage and Hour form
- II. In order for the District to make a determination regarding protected leave eligibility, the Employee must return completed Leave Request and Medical Request forms to Leave Management within fifteen (15) calendar days.
 - a. If the Employee provides the necessary information and is determined eligible, the employee will be granted protected leave based on the medical substantiation from the licensed healthcare provider.
 - b. If the required documentation is not provided by the due date or the employee has not contacted the Leave Management Department to discuss their status, the District will send the employee an entitlement denial letter via US First Class mail to their address on record with the District. A copy will be provided to the ATU President. Pursuant to Sections III and IV below, however, no disciplinary action will be taken until sixty (60) days have passed without the Employee engaging in the interactive process.

EMPLOYEE'S DUTY TO ENGAGE IN THE INTERACTIVE PROCESS

- III. If the leave request is denied due to the employee's failure to provide the required medical information, the Leave Management Department notifies the Division and thereafter the Employee must call into the Division once every thirty (30) calendar days

gn

to continue to have their employment protected while on an extended absence due to illness.

IV. [NEW] Under Section 13.09(c) and (d) of the CBA, 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. 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 continue to be absent thereafter, they may be disciplined up to and including discharge, under Section 6.06(c). The thirty (30) day letter must include the following information:

1. The specific date by which the employee will be out sick for 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 continue 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.

Approved James M. Williams 2/10/2020 3:12p
Union Date Time

Approved [Signature] 2/10/2020 3:14pm
AC Transit Date Time

1:50pm

INTERIM AGREEMENT
RE: IMPLEMENTATION OF MEAL AND REST PERIODS IN WAGE ORDER NO. 9

This is an Interim Agreement between AC Transit District and ATU Local 192 regarding implementation of IWC Wage Order No. 9-2001.

On June 14, 2019, the Union informed the District that it was no longer waiving the meal and rest period requirements of IWC Wage Order No. 9-2001 (Sections 11 and 12). On August 9, 2019, the District informed the Union that it was no longer seeking a waiver of the Wage Order from the Union. On August 21, 2019, the District provided a proposal on Section 48.0 it believed would implement the Wage Order. The Union is reviewing the District's proposal on Section 48.0 as well as the other sections of the Agreement that implicate the meal and rest provisions of the Wage Order.

In order to determine how the Wage Order may be implemented at the District, the parties agree as follows:

- (1) The Union agrees to waive the meal and rest period requirements of IWC Wage Order 9-2001 (Sections 11 and 12) as long as the parties are not at bargaining impasse.
- (2) To create a subcommittee that will immediately begin investigating how runs can reasonably be changed to implement the Wage Order. The subcommittee shall meet at least every thirty (30) days until an agreement is reached. The subcommittee will first consider the following runs:

1	34	54	80	124
10	35	57	83	210
20	36	62	96	217
21	40	72	97	801
28	51	73	98	805

10th plus 4 - w/draw

- (3) To implement mutually acceptable modifications to the Agreement that conform with the Wage Order.

SO AGREED:

Date: ~~December 17, 2019~~ 1/29/2020

Time: 3:44pm

Representative for the District: _____

Representative for the Union: _____

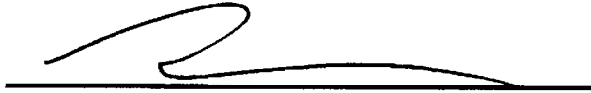
Gloria Williams

**TENTATIVE AGREEMENT
AC Transit and ATU, Local 192**

Date: August 22, 2019

Time: 3³¹/₄

Representative for the District:



Representative for the Union:



**SIDE LETTER AGREEMENT
BETWEEN AC TRANSIT AND ATU LOCAL 192
TIER 2 RETIREMENT PLAN**

The Parties understand and agree that pension benefits and contributions for ATU employees hired on/–or after the Effective Date (“Tier II Employees”) will be subject to the provisions of the California Public Employees’ Pension Reform Act of 2013 (PEPRA), Article 4, Chapter 21 of Division 7 of Title 1 of the California Government Code. For Purposes of this Agreement, the Effective Date shall be January 1, 2020. the later of July 1, 2019, or the date on which the provisions of PEPRA become effective as to all represented employees of the District. The Parties shall jointly prepare an The Aamendment to the AC Transit Employees’ Retirement Plan effectuating the terms of this negotiated agreement shall be prepared and submitted in accordance with Board Policy 665, together with an appendix Once the Plan Amendment has been approved, the District will provide the Union a listing of each payroll code as either included or not included in pensionable compensation for Tier II Employees. Once the prepared Amendment is completed, Tier II Employees will begin to make PEPRA contributions as of January 1, 2020.

The Parties further understand and agree that pension benefits and contributions for ATU employees hired prior to the Effective Date shall remain unchanged. as a result of PEPRA, Tier II Employees will acerue pensions that are substantially lower than the pensions accrued by employees hired prior to the Effective Date, which shall remain unchanged. To partially compensate Tier II Employees for the loss of pension benefits, the District shall contribute an amount equivalent to 10% of base compensation to the District’s Deferred Compensation Plan on behalf of each Tier II Employee.

**TENTATIVE AGREEMENT
AC Transit and ATU, Local 192**

Date: August 22, 2019

Time: 3:37

Representative for the District:



Representative for the Union:

James M. Williams

Upon and after the Date of Ratification, the District will contribute forty-six dollars and fifteen cents (\$46.15) bi-weekly to the District's deferred compensation (457) plan for all employees hired on or after January 1, 2020. It will be the responsibility of the eligible employee to set up his/her deferred compensation (457) plan prior to the District beginning contributions.