

AC Transit Economic Package Proposal to AFSCME, Local 3916

Passed June 9, 2021

1. Three (3) year deal expiring on June 30, 2023.

Year	Increase
July 1, 2020	Three percent (3%) including retro-increase back to increase date. Retro will only be paid to active employees on the date of Board approval.
July 1, 2021	Three percent (3%)
July 1, 2022	Three percent (3%)

2. Two (2%) percent cash incentive for all active employees on the date of Board approval of the Collective Bargaining Agreement. Incentive will be calculated from twelve (12) months back from the pay-period closest to the date of Board Approval.


3. ~~Pending Board Approval, The District proposes status quo on healthcare. The District and AFSCME, Local 3916 agree to further explore solutions to reduce the rising costs of healthcare. To that end, the parties agree to re-open the Collective Bargaining Agreement for healthcare only in an effort to find a mutually agreeable pathway to CalPERS medical if and only when the District undertakes negotiations with ATU, Local 192 on CalPERS Medical Agreement to implement CalPERS Medical and upon implementation of CalPERS medical, employee's monthly premium will be reduced from ten percent (10%) to six percent (6%). See: attached table. Until the implementation of CalPERS medical, employee monthly premium rates will remain status quo.~~

4. **PEPRA** – Incorporate the December 18, 2019 agreed PEPRA MOU (attached) into Section 13.1.A. defining all employees hired as of January 1, 2020 will be a part of the District's Tier II pension plan with full employee contributions. Revise Section 13.1.A. as written below:

The retirement benefits for all eligible AFSCME retirees shall be in accordance with the AC Transit Retirement Plan and amendments as approved by the AC Transit Board of Directors. Effective January 1, 2007, regular retirement benefits are 2.0% at age 55, 2.1% at age 56, 2.2% at age 57, 2.3% at age 58, 2.4% at age 59 and 2.5% at age 60. The benefits shall also be available to terminated vested employees who leave AC Transit after January 1, 2007.

All employees hired on or after January 1, 2020, will be Tier II employees 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. The parties agree that no retroactive contributions will be deducted for employees in Tier II. Tier II contributions will be deducted consistent with the amended AC Transit Retirement Plan.

~~The parties agree that following the final ruling in State of California, et al. v. U.S. Department of Labor, et al., (Case Number 13-CV-02069-KJM) either party may reopen Section 13 (Retirement), subject to normal rules of collective bargaining. New employees, even if hired during the term of this contract, may be subject to re-openers for the terms and conditions of the Public Employees' Pension Reform~~

 6/10/21

 6/10/21

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~~Act (PEPRA). Nothing in this Agreement is intended to modify or compromise the position of any party to this Agreement in relation to the pending litigation referenced above.~~

5. **Operation Control Center** – Agree with giving OCC Controllers a two-percent (2%) increase on their current seven-percent (7%) premium for working in the District's Operation Control Center. ~~OCC Controllers shall be separated into a separate job classification from the Road Supervision job classification, with current Controllers being transferred into the new classification by seniority; future vacancies shall be posted thereafter. Following their transfer into the new classification, OCC Controllers shall receive a two percent (2%) premium increase. This change will be non-precedent setting. The District anticipates this process will take between 6 months to one year. The District and the Union establish a joint committee to discuss how the transition will proceed.~~

The District agrees with the below proposed language:

The Operations Control Center will receive eight (8) parking spaces at the General Offices (G.O.) at no cost to the Operations Control Center Supervisors and the Senior Supervisor assigned to the Control Center. These parking spaces will be labeled appropriately, ~~and available upon the Operations Control Center getting up and running, testing and during the process of becoming being fully functioning. The eight (8) parking spaces at the G.O. will be available for the entire time that OCC is in transition from Division 2 to the G.O.~~

6. The District agrees to modify the language in Section 9.9.E. as proposed by the Union, using the below language:

Transportation Supervisors, and Maintenance Supervisors, Training Instructors and Drug and Alcohol Compliance Representatives will receive differentials in the following circumstances:

1. When fifty percent (50%) or more of an employee's shift occurs between the hours of 4:00 pm and midnight, a mid-shift differential of five percent (5%) will be paid for all hours worked during the shift.
2. Where fifty percent (50%) or more of an employee's shift occurs between midnight and 8:00 am, a late shift differential of ten percent (10%) will be paid for all hours worked during the shift.

7. The District agrees to modify the language in Section 5.1 as proposed by the Union, using the below language:

Non-exempt employees who upon satisfactory completion of the probationary period are regularly scheduled to work 37.5 hours per week with a unpaid lunch break; except Transportation Supervisors, Drug and Alcohol Compliance Representatives, and Training Instructors who are scheduled for a forty (40) hour work week with a thirty (30) minute paid lunch. Non-exempt employees are generally paid on an hourly basis.



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Exempt employees are not eligible to receive overtime and generally have a 37.5 hour work week; however, it is understood as a salaried employee, additional hours may be required to accomplish assignments, workload and/or projects.

Update MOU on page 114.

8. The District counters AFSCME's March 24, 2021 proposal for Section 14.2 with the below and agrees to move Section 24.3 to Section 14.2 and renumber Section 24.

- Transportation Supervisors
- Transportation Supervisors Assistants
- Training Instructors
- Maintenance Supervisors
- Facilities Maintenance Supervisors
- Maintenance Technical Supervisors

Ongoing and all other employees who wear a uniform on a daily basis will be provided a uniform through the District's uniform service contract voucher on their anniversary date, to purchase their annual allotment of uniform garments. Each job classification that requires a uniform Transportation Supervisors and Training Instructors will be provided, on a replacement basis each year. A minimum of five (5) pair of uniform trousers, and five (5) uniform shirts, and where required for safety one (1) pair of shoes in addition to any vendor approved items up to the full amount of the voucher. This replacement shall be limited to not more than once each year, and approval will not be unreasonably denied. Uniforms vouchers will be issued on employee's hire date.

In the event an employee is subject to uniform sizing surcharges, the employee shall notify the supervisor who will review and may authorize the purchase of uniform garments in excess of the allotted voucher amount. Authorization will not be unreasonably denied.

Maintenance employees in classifications listed above will be provided a winter/shop coat by the District. The District will replace the winter/Shop coat for employee when it is no longer serviceable. Management will work with the employees to determine the coat is appropriate for the work done.

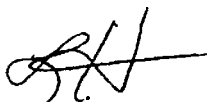
9. Move the Data Base Administrators (DBA) from Grade eight (8) to Grade ten (10).
10. An employee must work his/her regularly scheduled shift prior to and following the holiday in order to receive holiday pay for the holiday. Exceptions will be made for qualified and approved FMLA. If an employee that is scheduled to work on a holiday, but fails to report to work without calling in, the employee will not be entitled to holiday pay.
11. Pending Board Approval, The District proposes the following for Sick Leave to 457 Deferred Compensation:

<u>AFSCME – Sick Days</u>	<u>Jan. 2022 and 2023 to 457 Deferred Compensation</u>	<u>January 2024 and beyond to 457 Deferred Compensation</u>
<u>(ten) 10</u>	<u>(two) 2</u>	<u>(two) 2</u>

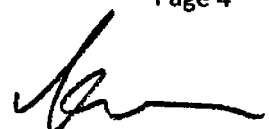
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<u>(twenty-five) 25</u>	<u>(three) 3</u>	<u>(five) 5</u>
<u>(fifty) 50</u>	<u>(ten) 10</u>	<u>(twenty) 20</u>

12. Side Letter on 457 Contributions for employees hired after January 1, 2020.
13. Both parties agree to withdraw all remaining open and outstanding proposals.
14. This is a package proposal that must be accepted or rejected in its entirety. If rejected, the parties District reserves the right to recalculate any of the items listed in any future package proposals passed.
15. This package proposal is subject to approval by the AC Transit Board of Directors and the AFSCME, Local 3916 membership. Unless otherwise indicated, all terms of the agreement will be enforceable on a go-forward basis following required approvals.



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(Attachment A)
In Contract Language Changes from District's Economic Proposal
Reviewed by the Parties on June 9, 2021

5.1 REGULAR FULL TIME EMPLOYEE

Non-exempt employees who upon satisfactory completion of the probationary period are regularly scheduled to work 37.5 hours per week with an unpaid lunch break; except Transportation Supervisors, Drug and Alcohol Compliance Representatives and Training Instructors who are scheduled for a forty(40) hour work week with a thirty (30) minute paid lunch. Non-exempt employees are generally paid on an hourly basis.

Exempt employees are not eligible to receive overtime and generally have a 37.5 hour work week; however, it is understood as a salaried employee, additional hours may be required to accomplish assignments, workload and/or projects.

9.9.E. Differentials

Transportation Supervisors, and Maintenance Supervisors, Training Instructors and Drug and Alcohol Compliance Representatives will receive differentials in the following circumstances:

1. When fifty percent (50%) or more of an employee's shift occurs between the hours of 4:00 pm and midnight, a mid-shift differential of five percent (5%) will be paid for all hours worked during the shift.
2. Where fifty percent (50%) or more of an employee's shift occurs between midnight and 8:00 am, a late shift differential of ten percent (10%) will be paid for all hours worked during the shift.

10.1.D. Holiday Sick Language

If an employee that is scheduled to work on a holiday, but fails to report to work without calling in, the employee will not be entitled to holiday pay. An employee must work his/her regularly scheduled shift prior to and following the holiday in order to receive holiday pay for the holiday. Exceptions will be made for qualified and approved FMLA.


11.2.F. The District will permit employees to roll over accrued sick leave to deferred compensation as follows:

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Notes

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6/10/21



<u>If the employee has this number of sick days accrued:</u>	<u>Jan. 2022 and 2023 to 457 Deferred Compensation</u> <u>Employees may convert up to this number of sick days to deferred comp.</u>	<u>January 2024 and beyond to 457 Deferred Compensation.</u> <u>Employees may convert up to this number of sick days to deferred comp.</u>
<u>(ten) 10</u>	<u>(two) 2</u>	<u>(two) 2</u>
<u>(twenty-five) 25</u>	<u>(three) 3</u>	<u>(five) 5</u>
<u>(fifty) 50</u>	<u>(ten) 10</u>	<u>(twenty) 20</u>

13.1 RETIREMENT PLAN

- A. The retirement benefits for all eligible AFSCME retirees shall be in accordance with the AC Transit Retirement Plan and amendments as approved by the AC Transit Board of Directors. Effective January 1, 2007, regular retirement benefits are 2.0% at age 55, 2.1% at age 56, 2.2% at age 57, 2.3% at age 58, 2.4% at age 59 and 2.5% at age 60. The benefits shall also be available to terminated vested employees who leave AC Transit after January 1, 2007.

All employees hired on or after January 1, 2020, will be Tier II employees 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. The parties agree that no retroactive contributions will be deducted for employees in Tier II. Tier II contributions will be deducted consistent with the amended AC Transit Retirement Plan.

~~The parties agree that following the final ruling in State of California, et al. v. U.S. Department of Labor, et al., (Case Number 13-CV-02069-KJM) either party may reopen Section 13 (Retirement), subject to normal rules of collective bargaining. New employees, even if hired during the term of this contract, may be subject to re-openers for the terms and conditions of the Public Employees' Pension Reform Act (PEPRA). Nothing in this Agreement is intended to modify or compromise the position of any party to this Agreement in relation to the pending litigation referenced above.~~

14.2 UNIFORM ALLOWANCE

The District will continue its uniform allowance policy for employees covered by this Agreement. However, those employees who are required to wear a uniform on an infrequent basis, will have their uniform replaced when it is no longer serviceable.

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New employees who pass probation will be provided ~~voucher for~~ five (5) complete uniform sets and all necessary items, accessories and garments that are classification/department specific as determined by management.

- Transportation Supervisors
- Transportation Supervisors Assistants
- Training Instructors
- Maintenance Supervisors
- Facilities Maintenance Supervisors
- Maintenance Technical Supervisors

Ongoing, ~~all of the classifications above and all other~~ employees who wear a uniform on a daily basis will be provided ~~a uniform voucher on their anniversary date, to purchase their annual allotment of uniform garments. Transportation Supervisors and Training Instructors will be provided, on a replacement basis each year a~~ minimum of five (5) pair of uniform ~~pantst~~trousers, and five (5) uniform shirts and one (1) pair of safety shoes (where required) in addition to any other approved accessories up to the full amount of the annual uniform allowance. ~~in addition to any vendor approved items up to the full amount of the vouc~~ The aforementioned annual allotment of uniform garments will be provided on the employee's anniversary date through the District's uniform service contract. This replacement shall be limited to not more than once each year, and approval will not be unreasonably denied. ~~Uniform vouchers will be issued on employee's hire date.~~

In the event an employee is subject to uniform sizing surcharges, the employee shall notify the supervisor who will review and may authorize the purchase of uniform garments in excess of the allotted amount. Authorization will not be unreasonably denied.

Maintenance employees in classifications listed above will be provided a winter/shop coat by the District. The District will replace the winter/Shop coat for employee when it is no longer serviceable. Management will work with the employees to determine the coat is appropriate for the work done. [Note: remove from Section 24.3]

Where no uniform is required, but shoes are necessary for safety, the District will provide an allowance for one (1) pair of safety shoes as needed.

23.1 TRANSPORTATION SUPERVISOR SHIFT DIFFERENTIAL

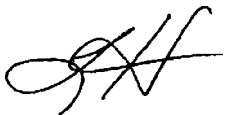
The District agrees to pay a shift differential of ~~nine seven~~ percent ~~97%~~ for Transportation Supervisors working in the Operations Control Center (OCC). In return, the Union acknowledges that work in the Operations Control Center is an assignment through the bid process, and employees are not permanently assigned

to the Operations Control Center. Assignment to the Operations Control Center shall be made by the District based on qualification criteria determined solely by the District. Appointment to, and removal from the Operations Control Center is solely at the District discretion and is not subject to the grievance arbitration procedure.

The following conditions apply to the nine percent seven (97%) pay differential for employees that bid into OCC or backfill a shift in the Operations Control Center:

- The parties agree that Transportation Supervisors assigned during the bid process to work in the Operations Control Center shall receive a nine percent seven (97%) differential in addition to their base pay.
- Said premium differential shall be added to the employee's base rate of pay so long as the employee signs a regular shift in the Operations Control Center.
- The nine percent seven (97%) differential on the base rate of pay also applies when an employee is in a paid leave status (e.g., vacation, sick leave, training, etc.).
- Employees who back fill for Operations Control Center openings shall ONLY receive the nine percent seven (97%) differential for hours actually worked in the Operations Control Center.
- When a Transportation Supervisor assigned to the Operations Control Center works his/her day off on a Road Shift, the differential shall not be applied to that person's pay for that day.
- If a Transportation Supervisor assigned to the Operations Control Center is pulled out of the Operations Control Center to cover a road shift, he/she will receive the nine percent seven (97%) Operations Control Center differential.

The Operations Control Center will receive eight (8) parking spaces at the General Offices (G.O.) at no cost to the Operations Control Center Supervisors and the Senior Supervisor assigned to the Control Center. These parking spaces will be labeled appropriately ~~and available upon the Operations Control Center getting up and running, testing and during the process of becoming being fully functioning.~~ The eight (8) parking spaces at the G.O. will be available for the entire time that OCC is in transition from Division 2 to the G.O.

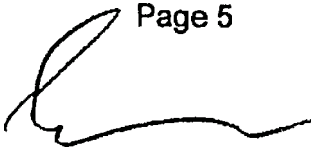


Side Letter
AC Transit and AFSCME, Local 3916
CalPERS Medical Re-Opener

The District and AFSCME, Local 3916 agree to further explore solutions to reduce the rising costs of healthcare. To that end, the parties agree to re-open the Collective Bargaining Agreement for healthcare only in an effort to find a mutually agreeable pathway to CalPERS medical if and only when the District undertakes negotiations with ATU, Local 192 on CalPERS Medical.


This side letter will sunset on June 30, 2023.

JH 6/10/21

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AC TRANSIT and AFSCME, LOCAL 3916 TENTATIVE AGREEMENT

PASSED: December 10, 2020

Representative for the District:		Date: 12/10/20
Representative for the Union:		Date:

ARTICLE 6 PROBLEM RESOLUTION AND GRIEVANCE

6.3 GRIEVANCE PROCEDURE

The following procedure is established as a result of a mutual interest on the part of the District and the Union to settle grievances quickly and fairly. Employees and/or their Union Representative shall not be discriminated against, coerced, or interfered with in any way because of filing a grievance.

Section 1. General Rules and Procedures:

At any point in the grievance process the parties may mutually agree to extend the timelines. The party's request for an extension must be in writing and will not be unreasonably denied by either party. In any case, mutually agreed extensions shall not extend beyond ninety(90) calendar days.

At any time in the formal grievance process, the failure of the ~~Employee or the Union Steward~~ to adhere to the time limits set forth in this Agreement shall cause forfeiture for their case and the grievance shall be closed. If the District fails to adhere to the time limits set forth in this Agreement, the grievance shall be resolved in favor of the Union. ~~At any time in the formal grievance process, the District fails to adhere to the time limits set forth in this Agreement, the grievance shall be moved forward to the next step in the grievance process at the request of the Union.~~

Section 2 Grievance Defined:

A grievance is defined as, and is strictly limited to, disputes which arise concerning the interpretation or application of the specific terms of this Agreement as well as discharge/terminations, suspensions and/or demotion of employees.

- a. Written warnings may only be grieved through Steps 1 and 2 and cannot move forward to arbitration. No further remedy will be available.

Matters excluded from the grievance process include: oral counseling, performance evaluations, release of an employee during their initial probationary period, District's hiring decisions, and items requiring capital expenditure.

- b. Oral counseling and performance evaluations are appealable only to the next higher level of supervision, as they are not subject to the grievance process.

Employees are entitled to representation during the grievance process. An employee shall not be entitled to file or represent their own grievance without a Union representative.

Documents of a disciplinary nature or negative performance reports shall be removed from the employee's file at the written request of the employee, after a period of two (2) years, unless the District can show that the behavior has not changed or improved. The two (2) year limitation will not apply to previous disciplinary actions related to egregious conduct, such as harassment in all forms, retaliation, criminal activity, violence and willful destruction of property or potential injury to the employee or others.

Section 3. Grievance Procedure:

Employees are encouraged to try to promptly resolve disputes with their direct manager/supervisor through an informal procedure within ten (10) business days of the occurrence. If the Direct Supervisor is out of the office on vacation, medical leave, etc. the employee can try to resolve the issue with the next level of supervision.

Step 1. Initiating Grievance:

If the employee is unable to resolve the issue informally through communication with the District, within fifteen (15) business days of the informal communication or initial occurrence, the AFSCME Union Steward must submit the grievance in writing. The grievance must contain a description of the alleged violation referencing the specific section of this Agreement that is considered to be in violation and a potential resolution. The written grievance must be given to the Department Manager/Superintendent and the AFSCME Union President. Once the written grievance is received by the District, the employee, their immediate District

Manager/Supervisor and the Union Steward shall meet to formally discuss the issue(s) giving rise to the grievance.

It is the responsibility of the District Manager/Supervisor involved to schedule a meeting with the grievant and AFSCME Union Steward within ten (10) business days of receiving the written grievance. Additional meetings or discussions may be held to resolve the matter with the employee, AFSCME Union Steward, and Department Manager/Supervisor.

The Department Manager/Supervisor will respond in writing within ten (10) business days of the last scheduled meeting. If a resolution is achieved, it shall be documented in writing and signed by the grievant, AFSCME Union Steward and Department Manager/Supervisor. A copy of the resolution will be provided to the Labor Relations Manager or designee. Any resolution at Step 1 should not set a precedence.

If a resolution is not achieved, the AFSCME Union Steward may file a Second Step grievance. The Second Step grievance must be filed by the Union in writing within ten (10) business days from the date the Step 1 written response was issued by the District.

Step 2. Appeals:

Within ten (10) business days of the receipt of the Step 1 response, or a discovery of an alleged contract violation, the Second Step in the grievance process must be initiated by the AFSCME Union Steward or Union President submitting a Step 2 grievance, in writing, to the Labor Relations Manager or designee. Copies of all grievances and corresponding documentation shall be provided to the Labor Relations Manager or designee, and the AFSCME Union President.

The Labor Relations Manager or designee will set up a meeting with the employee, the AFSCME Union Steward or President, the Department Manager or designee and other necessary parties. The Step 2 meeting shall be scheduled, but not necessarily held, within ten (10) business days and be for the purpose of attempting to resolve and/or clarify the grievance.

The Labor Relations Manager or designee shall issue a written decision on the Step 2 grievance within ten (10)

business days of the Step 2 grievance meeting. The decision will be maintained in the Labor Department, with a copy provided to the Union President.

Step 3. Arbitration:

If the Union determines the result of the Step 2 decision is unfavorable, the Union may file an appeal to arbitrate. The Union must request an arbitration hearing within ten (10) business days of receiving the Step 2 response from the District. Upon appeal, an arbitrator shall be selected from a list of nine (9) names supplied by the State Conciliation Service or by mutual agreement. The Union and the District representative shall alternately strike one (1) name from the list until one (1) name remains. The arbitration shall have their decision within 90 calendar days of the hearing.

Any cost(s) associated with the arbitration, including a court reporter if requested, will be split equally between the District and the Union.

Arbitration shall be scheduled during normal District office hours.

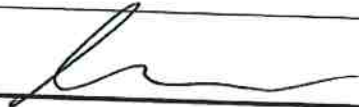
The grievant may attend the entire hearing without loss of compensation. In the event of a grievance involving a group of employees, one representative designated by the Union involved may be authorized to attend the entire hearing without loss of compensation. All other employees involved in the grievance may be called as witnesses. Witnesses called by either party will be authorized to attend the hearing when active participation is necessary and required. Witnesses will only be compensated for the time they actually participate in the hearing and for reasonable travel time up to one (1) hour before and after the hearing.

Requests for copies of any materials to be used as evidence shall be made at least five (5) business days prior to the arbitration in accordance with Section 3.7 (D) Access to Employees.

The arbitration shall be binding upon both parties. However, the arbitrator shall have no authority to modify, amend, revise, add or subtract from any of the terms or conditions of this agreement.

**AC TRANSIT and AFSCME, LOCAL 3916
TENTATIVE AGREEMENT**

PASSED: December 10, 2020

Representative for the District:		Date: 12/20/20
Representative for the Union:		Date:

**ARTICLE 23.
TRANSPORTATION DEPARTMENT**

23.2 TRANSPORTATION SUPERVISOR SHIFT BIDDING

F. Shift Changes

1. The Word "Vacancy" is defined to mean a shift vacated through sickness, industrial injury, leave of absence, and suspension, dismissal from service, vacation or assignment to any other line of duty and/or backfilled by the District.
2. When a vacancy exists, the District shall have the right to determine if the vacancy will be filled. If the vacancy is to be filled, the District shall fill the assignment from the pass list for the duration of the vacancy. If no qualified supervisors are on the pass list, the District shall post the position for bid for a minimum of seventy-two (72) hours, or more, and the position shall be filled by the supervisor with the highest seniority bidding. After the completion of the bid process, the shift shall become effective the first following Sunday, following the bid. Should there be no supervisors bidding, it shall be assigned detailed in inverse order of seniority for the duration of the vacancy.

Open shifts are assignments that were not bid on in the supervisor sign up. The District shall have the right to determine if the open shift will be filled. If the open shift is to be filled, the District shall fill the assignment from the pass list for the duration of the bid. If no qualified supervisors are on the pass list, the District shall fill the shift

by inverse seniority. The District shall fill open shifts first, and then vacant shifts. All vacancies must be filled first by the pass list.

All special assignments shall be posted for bid for a minimum of seventy-two (72) hours, and the position shall be granted to the qualified supervisor with the highest seniority.

3. Open shifts shall first be filled from the pass list. If shifts are not filled from the pass list for the Open Operations Control Center shifts will be filled by inverse seniority of Transportation Supervisors that are OCC qualified. Thereafter, any open shifts shall be filled as set forth in Article 23.2.D below.
4. It is understood that from time to time it may become necessary to change a supervisor's shift in the Transportation Department on a weekly basis to meet a coverage need. Supervisors may be asked on a voluntary basis to change shifts or to work days off to meet a stated need. If no supervisors volunteer, the supervisor with the least seniority shall be assigned the shift change.
5. Supervisors may exchange shifts on a weekly basis with prior approval but in no event shall the shift exchange result in overtime.
6. Overtime that results from the need for additional coverage or to cover absences, shall be distributed on an equitable basis. A list of supervisors who are available to work overtime shall be established on a weekly basis.
7. A Supervisor's shift shall not be changed in a manner that is arbitrary or capricious.

AC TRANSIT and AFSCME, LOCAL 3916 TENTATIVE AGREEMENT

PASSED: December 10, 2020

Representative for the District:		Date: 12/10/20
Representative for the Union:		Date:

ARTICLE 24. MAINTENANCE

24.4 HOLIDAY STAFFING LEVELS

Maintenance Superintendents will determine the staffing level needs on holidays. The District will conduct an annual holiday sign up for the Maintenance Divisions ~~District-wide~~. The holiday sign up will be for each holiday. Supervisors who sign up for work on holidays may work ~~at any Division and/or any shift~~. If there are no volunteers, the least senior scheduled supervisor will work the shift. inverse seniority will prevail. If a Maintenance Supervisor works Christmas or New Years, for these holidays only, they shall have the option to be off on the other holiday.

24.5 DIVISION & SHIFT BID

District agrees to allow for a Division and Shift bid based on seniority, every ~~other~~ year beginning in 2017-2021 to provide an opportunity for all Maintenance Supervisors to pick and/or change their Division and/or shift. The Division and Shift bidding will be conducted by the Union in the month of May or June, and must be completed no later than June 15th. The new Division and Shift assignments will go into effect the first payroll period in the month of July.

**AC TRANSIT and AFSCME, LOCAL 3916
TENTATIVE AGREEMENT**

PASSED: December 10, 2020

Representative for the District:		Date: 12/10/20
Representative for the Union:		Date:


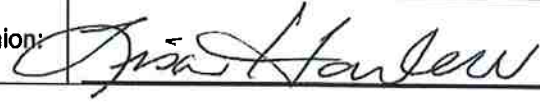
**NEW ARTICLE 23.6
TRANSPORTATION DEPARTMENT**

NEW LANGUAGE-Assignment of Float Assistant Transportation Superintendents

When two or more Float Assistant Transportation Superintendents are hired within the same recruitment, the District must use district seniority when assigning these employees to fill permanent vacancies. If employees have the same District seniority date, seniority shall be determined by the last four (4) digits of the employee's Social Security number. The employee with the higher number shall be considered senior.

AC TRANSIT and AFSCME, LOCAL 3916 TENTATIVE AGREEMENT

PASSED: February 4, 2020

Representative for the District:		Date: 3/11/20
Representative for the Union:		Date: 3/11/20

9.5 ~~ACTING POSITIONS~~

~~Employees acting in a classification other than their permanent classification and who meet the minimum qualifications for the classification shall be placed at a salary step that provides a minimum 4.75% salary increase to their base wage rate, plus shift differential if any. Acting pay can exceed 4.75% in order to maintain the supervisorial differential or due to exceptional circumstances. If the District sets a salary at greater than 4.75%, the District shall notify the Union President and Business Agent in writing and provide the rationale for the salary rate.~~

~~In the event of vacations of one week or more, a vacation back-up shall receive a minimum 4.75% above his/her regular rate of pay provided the back-up is performing the full range of duties for the entire period of time.~~


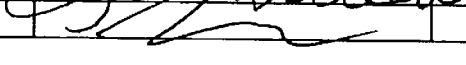
17.5 ACTING ASSIGNMENTS

An acting assignment is made at the discretion of management to temporarily fill a vacancy through an appointment of an employee from within the District to another classification for the purpose of ensuring operational continuity or meeting critical project deadlines. In an acting assignment, the employee assumes and performs the full scope of duties of the higher classification position.

- A. The acting assignment is to address a known vacancies of that are generally thirty (30) calendar days or more and generally does not exceed six (6) months unless under exigent circumstances and approved by the General Manager (or designee). The District may elect to fill some vacancies prior to thirty (30) calendar days (as an example, vacation coverage).

- B. Should the District choose to fill an acting assignment and the duration of the assignment is longer than one (1) calendar week, then the District shall pay acting pay for the duration of the acting assignment.
- CB. The appointed employee must meet the minimum qualifications and be capable of performing the essential functions of the higher classification position without training or additional supervision.
- DC. Employees acting in a classification other than their permanent classification and who meet the minimum qualifications for the classification shall be placed at a salary step that provides a minimum 4.75% salary increase to their base wage rate, plus shift differential if any. Acting pay can exceed 4.75% in order to maintain the supervisorial differential or due to exceptional circumstances. The District shall compensate employees in acting assignments at 4.75% of their current base wage or the nearest next highest step of the classification of the higher position, whichever is higher. If the District sets a salary at greater than 4.75%, the District shall notify the Union President and Business Agent in writing and provide the rationale for the salary rate. The District shall compensate employees in acting assignments at 4.75% of their current base wage or the nearest next highest step of the classification of the higher position, whichever is higher in accordance with Article 9.5 Acting Positions.
- ED. The District shall log in the employee's record the acting assignment including job title and dates of the acting assignment.
- EE. An acting assignment requires pre-approval. Requests by the hiring manager are reviewed and subject to approval by the Department Head, the Executive Director, Human Resources and approved by the General Manager.
- GF. The District shall have the right to unilaterally terminate an acting assignment without recourse to the grievance procedure.
- HG. The AFSCME President and Business Agent will be notified in writing of all acting assignments, duration, employee placed in the acting position and any changes that may occur prior to the end of the assignment.

**AC TRANSIT AND AFSCME LOCAL 3916
TENTATIVE AGREEMENT
NEW ATTENDANCE LANGUAGE – SECTION 26**

Representative	Signature	Date
Union		3/11/21
District		3/11/21

The District and the Union support the expectation that all employees maintain good attendance and that people are ready to work when scheduled. Absent extenuating circumstances, absences in excess of three (3) consecutive working days (for either self or family) must be supported by a statement from a licensed physician that is their medical provider. Management may require such a supporting statement for absences less than three (3) days if the employee's absences become excessive and/or show a pattern and the employee has been notified in advance in writing that such verification is necessary. Employees must provide the supporting statement within three (3) days of returning to work.

Additionally, if an employee is absent for more than fifteen (15) consecutive calendar days and does not bring a statement from a licensed physician that is their medical provider within three (3) days of returning to work, they may be subject to informal corrective action under Article 7 (Progressive Discipline).

Employees whose tardiness becomes a burden to the smooth operation of District business may be subject to Discipline based on negative impact and excessiveness.

The District reserves the right to utilize progressive discipline under Article 7 (Progressive Discipline) should an employee's absenteeism and/or tardiness become excessive or demonstrates a pattern.

- o Should the District deem an employee's absenteeism and/or tardiness is excessive or demonstrates a pattern, the District will inform the Union and the Employee that such concern exists and that continued absenteeism will be subject to progressive discipline pursuant to Article 7 of the Collective Bargaining Agreement.
 - Pattern Absence – is defined as any absences that is re-occurring showing a recognizable pattern. For example, but not limited to, an employee who repeatedly calls in absent on the day before or after weekends, holidays or vacation days or absences on or following a payday.

~~Absence due to sickness shall not exceed thirty (30) calendar days per occurrence.~~ By the thirtieth (30th) day of absence, the employees must be on approved FML or additional leave as a reasonable accommodation in accordance with the Americans with Disabilities Act (ADA) after engaging in the interactive process or an approved leave of absence pursuant to Section 11. During this time, no employee shall suffer any loss of seniority as a result of such absence. However, failure to engage with leave management and secure an entitlement or leave or immediately return to the employee's scheduled shift within this thirty (30) day time-period may result in the District recommending termination of employment.

Side Letter
AC Transit and AFSCME, Local 3916
District funded 457 contributions
Passed Wednesday, June 9, 2021

The District will contribute an additional ~~six-hundred and seventy-five dollars (\$675)~~ ~~annually or~~ twenty-five dollars and ninety-seven cents (\$25.97) per pay period to the 457 deferred compensation accounts for all employees hired after January 1, 2020, provided that the affected employee(s) have established 457 deferred compensation accounts. Contributions will only be made for employees who have established 457 deferred compensation accounts.

SAH 6/10/21

[Signature]
6/10/21