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AGREEMENT

AGREEMENT BETWEEN Alameda-Contra Costa Transit District, a body corporate and politic, hereinafter called "District," and Amalgamated Transit Union, Local 192 (A.F.L.-C.I.O.) representing all employees in the bargaining unit as set forth below in Section 1.01, who are now or may hereafter become members of Local 192, hereinafter called "Union."

WITNESSETH:

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

This Agreement incorporates the terms and conditions resulting from litigation between the parties around the issue of subcontracting out the ADA Paratransit work after ATU Local 192 filed a grievance which alleged that such work was covered by the terms of the then current labor

contract between the parties, including its Dial-A-Ride provisions. On or about December 20, 1996, Arbitrator Andria Knapp issued a Final Award in which she concluded that the ADA Paratransit service was new service not covered by the existing labor contract. ATU Local 192 and AC Transit agreed that neither the fact that the parties have entered into this MOU, nor the parties' compliance with its terms, shall modify or other wise in any way affect AC Transit's right to subcontract the ADA Paratransit work under Arbitrator Knapp's Final Award.

GENERAL PROVISIONS

The General Provisions of this Labor Agreement shall apply to all Paratransit employees covered herein.

SECTION 1.0

RECOGNITION OF AMALGAMATED TRANSIT UNION

- 1.01 The Amalgamated Transit Union is hereby recognized as the exclusive bargaining representative of all of the Paratransit employee classifications set forth in Section 22.0.
- 1.02 The District shall recognize the duly elected representatives of the Union.
- 1.03 The President/Business Agent, Vice President and Assistant Business Agents, or any employee duly appointed by the President/Business Agent, in writing, shall have the authority in all presentations to handle any grievance or dispute and resolve any issues in accordance with the current Collective Bargaining Agreement.

SECTION 2.0

UNION SECURITY

- 2.01 All employees coming within the scope of this Agreement, within thirty (30) working days after the date of employment, shall become and remain members of the Union during the period of this Agreement as a condition of their employment and will be on probation for ninety (90) working days to demonstrate ability to properly carry out their duties.
- 2.02 In the event a new employee fails to apply for membership in the Union within thirty (30) working days after his/her employment or fails to maintain his/her membership in the Union as required by Paragraph 2.01 of this Agreement, the Union may give the District written notice of this fact and within two (2) days after receipt of said notice the District shall terminate the employment of said employee.
- 2.03 The District agrees to make payroll deductions according to the terms and conditions of the authorization to deduct membership fees, dues, Committee on Political Education (C.O.P.E.) and

Credit Union amounts. The Union retains the right to delete any part of the following from this paragraph: "authorization to deduct membership fees, dues, C.O.P.E. and Credit Union." The Union will hold the District harmless from any claims on account of any such deductions.

- (a) All employees shall have the option of having their pay transferred by direct deposit to the financial institution of their choice. Employees may select up to three different financial institutions for their deposits. Employees who elect to use direct deposit may have to change their payday to a day other than Friday. However, direct deposits shall be made weekly.
- 2.04 The District shall inform each new employee at the time of his/her employment of the existence of this Agreement and furnish him/her with the name and address of the Union and refer him/her to the Union where a copy of said Agreement may be obtained.
- 2.05 All employees shall continue to be covered by Social Security, Worker's Compensation, State Disability and Unemployment Compensation.
- 2.06 The Union representative, as outlined in Paragraph 1.03, shall be permitted by the District to transact any Union business on the premises of the District but at no time delay the scheduled work assignment of the employee.
- 2.07 The District will not participate in any "workfare" program wherein welfare recipients work in ATU classifications for their welfare payment.

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

SECTION 3.0

DISCIPLINE AND DISCHARGE

- 3.01 No employee will be disciplined, discharged, nor will adverse entries be made in his/her personnel record except for just and sufficient cause.
- 3.02 The District agrees that it will notify the employee, in writing, within ten (10) days from the date of knowledge of the occurrence forming the basis for the contemplated discipline or discharge, of its intention to render discipline. No employee will be disciplined or discharged unless a copy of the precise and complete charge against the employee is furnished him/her within ten (10) days of the date of knowledge of the occurrence. A copy of this notice will be sent to the Union.
- 3.03 Either the employee or the Union shall have the right to request a hearing on the charges within ten (10) days of receipt of the charges. Failure to request a hearing within a period of ten (10) days after receipt of the charges will be a forfeiture of the right to a hearing. The hearing shall be held within ten (10) days of the date the request for a hearing is received by the District. An employee who has been or may be about to be suspended, disciplined or discharged shall be entitled to a fair and impartial hearing by a designated official of the District and may be represented by accredited officers of the Union. A written decision of such a hearing shall be rendered as promptly as possible, but in no event later than seven (7) days after the completion of the hearing, and copies furnished to the Union and the employee. Discipline, if any, will be implemented within twenty (20) working days of the issuance of the written decision.
- 3.04 In the event of a suspension or discharge, the District shall make a recording of the hearing and shall, upon request of the Union, provide a written transcript of the recording within fifteen (15) days after the date of the request. This request will be made after the first level hearing decision and will be a separate written request directed to the Labor Relations department. The transcript or recording cannot be introduced as evidence or otherwise used at Final Arbitration, except for purposes of impeachment.

- 3.05 At any hearing, the employee and his/her representative will be allowed to question all witnesses. Hearsay evidence shall not be accepted as a basis for discipline or adverse entry in the employee's record. The District shall produce a spotter as a witness when the spotter's report or observations are offered for acceptance as a basis for discipline or adverse entry in the employee's record.
- (a) Hearings will be held at locations which are mutually agreed to. Agreement will not be withheld for arbitrary reasons. Either party may request a change of location. If additional time is required for the employee to get to the agreed to location, the District will pay for travel time. In addition, if an employee must be relieved earlier than otherwise necessary because of a change in location the District will pay the difference between the earlier relief and the normal relief.
- 3.06 In the event the decision at the first level hearing is not satisfactory to the employee or the Union, the matter may be appealed to two-party arbitration within ten (10) days after receipt of the written decision; provided, however, for good and sufficient cause the time limitation may be extended.
- 3.07 At least three (3) days prior to the two-party arbitration, the District shall furnish to the Union or employee, upon request, copies of all documents intended to be introduced by the District at the two-party arbitration, and the names and addresses of all witnesses except spotters intended to be called. None of the above language in this paragraph shall be construed as a waiver of an individual's constitutional rights.
- 3.08 Employees other than the grievant required by the District to appear at the hearings at any level will be paid either run or shift pay for the day.
- 3.09 Adverse notations on matters other than preventable accidents on an employee's record more than one (1) year old as of the date of the infraction under investigation will not be taken into consideration or be admissible as evidence. Adverse notations regarding preventable accidents on an employee's record more than eighteen (18) months old as of the date of the accident under investigation will not be taken into consideration or be admissible as evidence.

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

SECTION 4.0

GRIEVANCES

- 4.01 A grievance is defined as any controversy between the District and the Union arising out of or by virtue of this Labor Agreement. A grievance must be filed within fifty (50) days from the date of knowledge by the Union or the District.
- 4.02 If a grievance is alleged by the District, it shall be presented in writing to the Union President/Business Agent or his/her representative. If a grievance is alleged by the Union, it shall first be presented in writing by the Union to the superintendent of the division or clerical department manager affected. If a satisfactory adjustment cannot be made of a Union grievance, the same shall be presented to the General Manager or his/her representative.
- 4.03 The written grievance shall contain a precise statement of the facts giving rise to the grievance, the contract provisions alleged to have been violated, the precise issue(s) to be arbitrated, and the remedy sought. Any issue not part of the written grievance shall not be considered.
- 4.04 After submission of a grievance as set forth above, the parties shall promptly meet, and in any event within ten (10) days from the receipt thereof, unless the time is extended by mutual written agreement, and endeavor to adjust the grievance.
- 4.05 At the completion of the grievance hearing, a written decision of such hearing shall be rendered as soon as possible, but in no event later than ten (10) days, exclusive of Saturdays, Sundays and holidays, and copies furnished to the Union and the employee. If neither the employee nor the Union receives such written decision within said ten (10) days, the District shall forfeit the case.
- 4.06 Employees not at fault required to attend investigations, grievance meetings or hearings will be reimbursed for time lost. Any employee ultimately found to be entitled to reinstatement shall be reimbursed for all time lost.

SECTION 5.0

ARBITRATIONS

- 5.01 Any grievance, dispute or controversy, which cannot be amicably adjusted in accordance with the provisions of Section 3.0 or Section 4.0 of this Agreement, may be submitted to a board of arbitration upon compliance with the following condition:
- (a) The parties desiring arbitration shall give written notice thereof within fifteen (15) days after the completion of the grievance procedure set forth in Section 3.0 or Section 4.0.
- 5.02 Upon written notice by either party prior to the selection of a neutral arbitrator, more than one (1) grievance, dispute or controversy shall be submitted before the same arbitration.
- 5.03 For good cause, upon the motion of either party or the neutral arbitrator, an important grievance, dispute or controversy may be severed from the other matters so as not to be heard at the same arbitration session. The neutral arbitrator shall determine whether good cause has been shown.
- 5.04 Within ten (10) days after receipt of written notice of a desire for two-party arbitration, one (1) arbitrator shall be selected by the District and one (1) by the Union, and in the event of the failure of either party to appoint its arbitrator within said ten-day period, the party so failing shall forfeit its case. The two (2) arbitrators so selected shall then meet and attempt to settle or decide any issue or grievance submitted for arbitration during a period of five (5) days of the date of their appointment. At such meeting the Union may, at its option, require the attendance of the grievant involved. If they arrive at a settlement or decision during that time and reduce it to writing, it shall be final and binding on all parties. If they are unable to arrive at a settlement or decision, a third arbitrator shall then be selected by the District and the Union.
- 5.05 Expedited arbitrations will be used in all suspension cases involving five (5) days or less and in any other case the parties stipulate to do so. Provided, however, that expedited arbitration shall not be used in any case which the parties realize in advance will involve an issue of contract interpretation.
- 5.06 The following procedures shall apply in all expedited arbitrations:

- (a) Neither party may be represented by an attorney.
- (b) Evidence will be presented by the District and the Union arbitrators chosen in accordance with Section 5.0, and the parties will make every effort to stipulate to the relevant facts.
- (c) It is the intent of the parties that the neutral arbitrator render an award, in writing, within five (5) calendar days after the conclusion of the hearing.
- (d) The neutral arbitrator shall also issue a written opinion within thirty (30) calendar days after the conclusion of the hearing.
- (e) The arbitrator's award shall be final and binding upon the parties. The award and opinion shall not serve as a precedent and may not be cited or relied upon by either party in any other expedited or regular arbitration.
- (f) The parties will select one (1) arbitrator to serve as the primary neutral arbitrator in all expedited cases. That person shall set aside one (1) day a month to hear as many expedited arbitrations as possible. The parties and the arbitrator may also agree on other dates in any month to hear additional cases.
- (g) The parties will also select a back-up neutral arbitrator who will hear expedited cases only if the primary arbitrator is unavailable.
- (h) For a one-year period following the effective date of this Agreement, the District and the Union have agreed to the following panel:

Alexander Cohn
(Primary Arbitrator)

Morris Davis
(Back-up Arbitrator)

- (i) Either party may permanently strike the primary neutral arbitrator at any time. If that is done, the back-up arbitrator will become the primary arbitrator, and a new back-up arbitrator will be mutually selected by the parties. If the back-up arbitrator does not wish to become the primary arbitrator, the parties will mutually select a new primary arbitrator.
- (j) In the event the parties cannot mutually agree upon the selection of a primary or back-up arbitrator, they shall request a list of five (5) names from the State Mediation and Conciliation Service. The parties shall flip a coin to decide who will strike first and will then alternately strike names from the list until one (1) person is left who will become the arbitrator. If that person is not willing to serve as arbitrator, the parties will request another list(s) and follow the above procedure until an arbitrator is selected.

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

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

Claude Ames	Sam Kagel
Charles Askin	Gerald McKay
Barbara Chvany	Luella Nelson
Alexander Cohn	Geraldine Randall
Morris Davis	

- (a) One (1) will be selected as neutral arbitrator. If the parties cannot agree which person shall be chosen, they shall select the neutral arbitrator by lot.
- (b) One (1) year following the effective date of this Agreement and then from year to year thereafter, the

District and the Union may each strike one (1) name from the above panel.

- (c) Any vacancy on the panel resulting from any cause may be filled by mutual agreement between the Union and the District. In the event the panel is depleted or in the event no member of the panel is willing to serve on any given arbitration, then the neutral arbitrator shall be selected from a list of five (5) qualified arbitrators furnished by the American Arbitration Association from which the Union will strike one (1), then the District one (1), then the Union one (1), the District one (1), and the remaining arbitrator is selected. In the event of the inability of the third arbitrator as above selected to serve, the parties shall request a new list from the American Arbitration Association and thereafter strike names therefrom as above provided.
- (d) The three (3) arbitrators so chosen shall endeavor to meet daily for the purpose of adjusting said grievance and the decision of a majority of the three (3) arbitrators submitted, in writing, to the District and the Union shall be final and binding upon all parties.
- (e) All arbitrators are requested to expedite their decision as the parties normally expect a decision to be issued within twenty (20) days after the conclusion of the hearing.
- (f) At the request of either party, a recording of the arbitration proceedings shall be made. Upon the agreement of the Union and the District, a stenographic report and transcript of the proceedings shall be made.

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

- (a) Each party shall bear the expense of its own arbitrator and attorney. The expense of the third arbitrator, reporter and other incidental expenses shall be borne equally by the parties hereto.

- (b) The Collective Bargaining Agreement shall serve as a submission agreement, but arbitration shall be limited to issues specifically set forth in the written grievance which may remain unsettled after the procedures set forth in this Agreement and Section 3.0 or Section 4.0 have been exhausted and nothing in this Agreement shall be construed to empower any board of arbitration to change, modify or amend any provision of this Agreement.
- (c) At arbitrations, hearsay evidence shall not be admissible by the Union or the District.

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.
- 6.01(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.
- (2) Fails to notify the District at least 1 hour prior to his/her starting/report time of his/her unavailability for work.

6.02(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"), union business, suspensions imposed by the District, or jury /witness 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.
- (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) Based on the particular operational considerations of the Paratransit service, the parties agree that employees may work an alternative work week schedule. If the employee, the Union and the District agree, an alternative work schedule may be implemented. Alternative work hours shall not affect an employee's eligibility for the incentives listed in this section.

(7) TIME OFF FOR APPOINTMENTS:

Employees may use up to eight (8) hours sick leave per quarter in one (1) 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) Employees who fail to report as assigned, and who subsequently accept and complete an assignment on that day, shall receive a minimum guarantee of eight (8) hours pay.

(10) 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 twelve (12) months, s/he will 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.

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

6.03(a) Any employee who has an absence, and who believes that the absence was due to unusual or extraordinary circumstances beyond his/her control, or who believes that there were other extenuating circumstances for the absence, may within five (5) working days of the absence discuss all reasons for the absence with his/her supervisor, present all available documentation, and request that the absence be excused.

6.03(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.

6.03(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(b) (1).

6.04(a) 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(b).

(1) Any employee who has six or fewer absences 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.

6.04(b) (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. This provision started on July 27, 1997.

(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 (b) 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, (ii) any time off in connection with discipline imposed by the District (except for discipline which has been removed by agreement of the District and the Union or overturned by an arbitrator), (iii) any absence from work exempted from being an occurrence as a result of the Alcohol/Substance Abuse Policy; and (iv) authorized leave of absence (including "personal excused"). Nothing contained in this paragraph shall be construed as a waiver of any rights that an employee may have under any existing or future federal or state law or regulation.

- 6.05(a) It is recognized by the parties that some absences are to be expected. Accordingly, the first six (6) absences within a rolling twelve-month period will be treated as "unreported absences" and will not subject an employee to discipline. The absences will, however, be recorded for future reference and possible discipline under this section.
- 6.05(b) Any employee who has five (5) absences in any rolling twelve-month or less period, shall receive counseling by a Supervisor. A Union representative shall be present at all counseling sessions. The counseling is not intended to be punitive; rather it shall be for the purpose of discussing the absences and their cause; determining if the employee is experiencing some type of difficulty for which assistance might prove helpful; providing the employee with a copy of the Attendance Policy which the employee shall acknowledge receipt of in writing; and advising the employee as to the consequences of future absences. If the District does not make a reasonable effort to notify and counsel the employee within ten (10) working days of his/her 5th absence, the employee's last absence shall be permanently excused and shall not be used against the employee for any purpose except the attendance incentive provided for in Paragraph 6.04(b).
- 6.06(a) If an employee has seven (7) or more absences in any rolling twelve-month period, he/she shall receive the following discipline:
- Seventh (7th) absence -- oral warning and counseling.

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

Ninth (9th) absence -- suspension of five (5) work days,
and counseling.

Tenth (10th) absence -- discharge.

- 6.06(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.
- 6.06(c) Notwithstanding the provisions of this paragraph, any absence for three (3) consecutive working days without notifying the District of the reasons for said absence shall be deemed sufficient cause for discharge.
- 6.07(a) Any discipline implemented by the District under this Attendance Policy shall be in accordance with the provisions of Paragraph 3.02 of the Labor Agreement.
- 6.07(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.
- 6.07(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.
- 6.07(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.

- 6.07(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.
- 6.07(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.

SECTION 7.0

MEDICAL ARBITRATION

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

SECTION 8.0

PHYSICAL EXAMINATIONS

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

SECTION 9.0

INFORMATION TO BE FURNISHED TO THE UNION

- 9.01 The Union shall receive a copy of any charges filed against any employee and any adverse entry made on an employee's record, and a copy of any decision of any disciplinary hearing. The Union representative, as outlined in Paragraph 1.03, will be allowed to examine all personnel records that deal directly with the employee's work record. If the Union representative desires to review any other part of the employee's record, then the Union representative must have written authorization from the employee and must request said examination through the Human Resources Manager or his/her representative.
- 9.02 Turnover:
- The District shall forward to the Union each month the names of all persons in positions covered by this Agreement entering or leaving its employ, noting such persons who are leaving or returning from military service. Upon any permanent transfer of an employee from one (1) classification to another, the District shall notify the Union thereof.
- 9.03 A seniority list for all classifications shall be forwarded to the Union not less than once per year.
- 9.04 The names and positions of District administrative personnel with which the Union are to transact business under the terms of this Collective Bargaining Agreement and any permanent changes that may occur, are:

Department Managers

Superintendents

Assistant Superintendents

SECTION 10.0

SAFETY

- 10.01 The District agrees to provide a safe and healthy place to work and shall furnish and require the use of safety devices and safeguards and shall adopt and use methods and processes adequate to render the workplace safe and healthful. The District shall make every effort to ensure optimum working conditions and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general.
- 10.02 Each work location shall have a Safety committee comprised of management and labor. The Union committee member shall be selected by the Union. Meetings shall be held monthly. In addition, District-wide safety meetings shall be held quarterly at the union hall. One representative from management and one from the union shall attend the quarterly meeting to represent each work location.
- 10.03 When there is evidence that applicable city, county, state and Federal safety and health rules, regulations and laws are not being complied with by the District or the Union, they shall be presented as a grievance under the grievance procedure outlined under the terms of this Agreement.
- 10.04 The District will provide each employee annual training on blood borne pathogens and other communicable diseases.
- 10.05 At the employee's request, the District will provide yearly tuberculosis and/or hepatitis testing at no cost to the employee. These tests will be scheduled during non-work hours if possible. The employee's existing health insurance benefits will be utilized where practicable.

SECTION 11.0

FREE TRANSPORTATION

- 11.01 The District will grant free transportation over its fixed route lines to all Paratransit employees, spouses and dependent children of employees, pensioners, pensioners' spouses and dependent children, surviving spouses of deceased pensioners and of deceased active employees and their dependent children, and all full-time employees of Amalgamated Transit Union, Local 192.
- 11.02 Paratransit employees only (not dependents) will be granted free transportation on the District's contract service, excluding Paratransit service.

SECTION 12.0

PAY ALLOWED FOR INJURY ON DUTY

- 12.01 Any employee injured on the job shall have the option of integrating sick leave and workers' compensation benefits. No employee shall receive more than eight (8) hours pay for each working day absent. Industrial Injuries must be reported within twenty-four (24) hours of occurrence.
- 12.02 If an employee is off due to injury from an unprovoked assault, serious accident, or is hospitalized because of physical injury, he/she shall receive his/her regular rate of pay for his/her regular assigned hours for each workday lost during the three-day waiting period provided by the California Worker's Compensation Act.
- (a) Trauma response – When an employee is assaulted and/or traumatized, the District shall immediately refer the employee to the District's Employee Assistance Program for confidential trauma debriefing and therapy. Appointments must be scheduled as soon as possible but in any case within twelve hours of the event. Such referral is mandatory. Employees refusing EAP will not be allowed to return to work.
- 12.03 The District shall pay the health and welfare premiums for twelve (12) months from the date of injury.
- 12.04 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.

- 12.05 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.
- 12.06 Employees who are required, during regular working hours, to take medical treatment in connection with an injury on the job shall be allowed (at the employee's option) to have such medical treatment and reasonable travel time charged to unused but accrued sick leave.

SECTION 13.0

SICK LEAVE

- 13.01 Paratransit employees who are off work due to a bona fide sickness or non-occupational injury, or due to an occupational injury for which he/she has opted to integrate sick leave with workers' compensation under Section 12.0, shall be eligible for sick leave. While sick leave shall accrue during an employee's probationary period, it cannot be used until after the completion of that period. For any absence that exceeds two (2) working days, an employee will be required to submit a verified medical report, acceptable to the District, from a licensed practitioner, stating that the employee was unable to perform his/her duties and the dates of treatment, hospitalization or both.
- 13.02 Effective January 1, 2002, employees shall accrue sick leave at the following rate:
- (a) Two-thirds (2/3) of a day per month.
- 13.03 Payment under this Section shall be computed on the basis of eight (8) hours per day each workday absent.

- 13.04 Employees who do not use any sick leave during the calendar year shall be eligible for one (1) additional day of sick leave over and above what he/she 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.
- 13.05 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.
- 13.06 In order to be available for work, employees returning from sick leave must notify the district of their intent to return to work by noon on the day before returning to work.
- 13.07 Any employee who does not work at least one hundred and fifty (150) days in a calendar year shall not be entitled to receive sick leave accrual in the following year. In addition to days actually worked, vacation, holidays, military leave, jury duty, bereavement leave, training, special duty, industrial injury, absences under the Family and Medical Leave Act (FMLA) and Union business will be counted as days worked for purposes of this provision.
- (a) Subject to the above provision, any employee who is off work as a result of a suspended license shall be entitled to prorated sick leave pay for the months or major fractions thereof worked with the District in a calendar year.
- (b) Any employee may have outside employment including self-employment, provided it does not interfere with his/her employment with the District. Such an employee may continue his/her outside employment, while on sick leave or industrial injury, provided the duties and functions of the outside employment are not inconsistent with the employee's sickness or industrial injury, and the employee has previously given prior written notice to the District and the Union of such outside employment, including self-employment.

(c) Absence due to sickness shall not exceed one (1) year and no employee shall suffer any loss of seniority as a result of such absence.

13.08 Beneficiaries of employees who die while employed by the District shall receive pay-out of 100% of the employee's accrued sick leave.

13.09 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

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

SECTION 14.0

JURY DUTY/WITNESS DUTY

14.01 All employees upon receiving notification to report to serve on jury duty, jury panel, or jury test shall notify their Superintendent

or Assistant Superintendent immediately. In such event an employee so used and who submits proof of report for same, shall receive his/her regular rate of pay not to exceed eight (8) hours per day for each day served.

14.02 Employees subpoenaed before a Grand Jury or Court to testify

as a result of an incident, reported in writing, by the employee during work hours, provided prior notification is given to their Superintendent or Assistant Superintendent, shall be paid the difference between the amount received for witness fees and the regular rate of pay for actual work time lost, not to exceed 8 hours per day, for each day served.

- 14.03 In order to be entitled to pay under this provision the employee must report to the District immediately after release from the subpoena and present documented proof of the amount received as witness fees.

SECTION 15.0

BEREAVEMENT LEAVE

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

- 15.02 Bereavement leave shall be paid at eight (8) hours per day at the applicable rate.

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

SECTION 16.0

SENIORITY AND LEAVE OF ABSENCE

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

- (a) Leave of absence approved by the District and the Union.
- (b) Service on business of the Union or its International organization or if seeking election or appointed to a full time public office (local, state, federal). Such leave of absence shall not be restricted to time.
- (c) Absence due to physical disability shall not exceed one (1) year unless the employee is on Industrial Injury.
- (d) Any absence caused by reduction in force, providing good standing in the Union is maintained.
- (e) Any violation of either the federal Family and Medical Leave Act or of any state laws relating to family and medical leave may be subject to the grievance and arbitration provisions of the 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.

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

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

16.04 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 Division Superintendent and the Union at least thirty (30) days prior to such leave.
- 16.05 Maternity leave of absence will be granted to each employee covered by this Agreement who becomes pregnant. Such leave will begin no later than the date the employee's doctor states, in writing, that she should discontinue working. Should there be a determination that there is a pregnancy-related disability, it will be treated as a temporary disability. Seniority shall accumulate no more than one (1) year from the commencement of the disability.
- 16.06 All questions of seniority shall be determined by the Union.

SECTION 17.0

VACATIONS

- 17.01 All employees covered by this Agreement shall be entitled to such vacation as listed below:
- (a) Employees with one (1) or more years of service shall receive two (2) weeks vacation effective January 1, 2002.
 - (b) Employees with five (5) or more years of service will receive three (3) weeks of vacation effective January 1, 2007.
- 17.02 Vacations will be paid at the rate of 8.00 hours per day.
- 17.03 Every month, or major fraction thereof, of continuous service worked with the District shall entitle such employee to a credit toward vacation with pay which is hereinafter referred to as a "Vacation Credit." The accumulation of such Vacation Credits shall not be affected by absences of one (1) year or less due to industrial accidents or by temporary absence on Union business. A maximum of ninety (90) work days shall be allowed for illness or non-occupational injury without forfeiture of Vacation Credits. Suspension or leave of absence, whether continuous or not, which totals one (1) month or less during any calendar year shall not result in the forfeiture of a Vacation Credit. All other absences, whether continuous or not, which total one (1) month or a major fraction thereof

during a calendar year shall result in the forfeiture of a Vacation Credit for each such month or major fraction thereof.

17.04 All employees shall be entitled to select their vacation based on their seniority date in the year in which said vacation is to be taken.

17.05 Casual Vacations:

- (a) All employees shall have the option of using earned vacation as casual vacation. The department manager must be notified by October 1st of the employee's desire to use vacation as casual vacation.
- (b) Casual vacation may be used for any personal reason(s), provided the employee requests such vacation from his/her Superintendent or Department Manager in writing no later than 11:00 a.m. on the day prior to the day to be used. Casual vacation will be granted for available slots on a first come, first served basis. The employee must verify that the requested vacation has been granted.
- (c) Casual vacation must be used in not less than one (1) day increments. Employees may not use the provisions of this Section for scheduled work on holidays, excused time days.
- (d) Absences of employees excused for Union business will not be charged to casual vacation.
- (e) All unused casual vacation on record as of December 31st will be paid to the employee no later than the first pay period in March.
- (f) All unused casual vacation shall be paid based upon the wage rates in effect at the time of payment, including any applicable cost-of-living adjustment. Pay for unused casual vacation shall be paid at eight (8) hours per day.
- (g) The District shall guarantee no less than two slots per day consistent with operating efficiency. If necessary, the District will offer day-off work in order to guarantee that no less than two slots are available. The District will notify the Union immediately if the division is unable to honor this guarantee.

17.06 Carry Over:

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

- 17.07 Employees covered under this provision may select their vacation periods based on their respective seniority dates. Any employee selecting his/her vacation period prior to his/her seniority date in the year in which vacation is to be taken shall be entitled to take his/her full vacation but shall not receive payment for any additional Vacation Credits, over and above the vacation those Credits would have entitled him/her to in the previous year, until such employee has actually qualified for such additional vacation based on his/her qualifying seniority date at which time he/she shall be paid. Employees who terminate prior to their qualifying date shall not be entitled to such additional Vacation Credits
- 17.08 Employees who have been in service ten (10) months or less at the time of the regular vacation sign-up shall be entitled to select, according to seniority, a vacation period from a special list. The special list shall be available on or before January 15th of the year in which the vacation is to be taken. Vacation pay for employees so situated shall correspond to the amount of Vacation Credits earned in the previous calendar year in accordance with this Section.
- 17.09 Any employee leaving the service shall be paid for all unused Vacation Credits.
- 17.10 Any employee of the District working during vacation to which he/she is entitled, by consent of the Union and the District, shall be paid for vacation at straight time.

- 17.11 All employees who desire their vacation pay in advance of going on vacation shall notify their superintendent or clerical department manager two (2) weeks in advance of the start of vacation. Advances for vacation pay will be granted, less applicable amounts to cover deductions due in each pay period for which the advance is granted.
- 17.12 Split vacation will be allowed on a voluntary basis. No employee will be forced to split a vacation. An employee who exercises the option to split his/her vacation will be allowed both choices at one time. He/she shall split his/her vacation only once.
- 17.13 In the event an employee is off work due to sickness or non occupational injury for at least five (5) workdays prior to the commencement of his/her scheduled vacation, he/she may request postponement of his/her vacation until the employee is able to return to work, provided a doctor's certificate or other appropriate certification of illness is presented to the District upon request for such vacation postponement. Request for postponement of vacation must be made at least five (5) days prior to the start of the vacation.
- 17.14 If an employee is hospitalized or becomes seriously ill within such five-work day period, the five-day period may be waived in order to postpone his/her vacation.
- 17.15 When an employee is off work because of Industrial Injury, he/she shall be able to postpone his/her vacation until he/she is able to return to work.
- 17.16 If an employee who has postponed his/her vacation, as provided herein, returns to work, a list of available slots will be shown to the employee, and the selection will be made by the employee on a seniority basis.
- 17.17 If an employee is unable to return to work in the calendar year following that in which he/she had earned Vacation Credits, he/she shall receive his/her earned vacation pay which had been postponed.
- 17.18 If either of the foregoing Paragraphs 17.13 or 17.15 occurs during November or December of any calendar year and insufficient time remains in said calendar year to permit an employee to take his/her earned vacation, his/her vacation may be postponed until the following year unless, upon his/her return to work, sufficient time in the current calendar year remains which would permit said employee to take his/her earned vacation.
- 17.19 An employee may use regular vacation time for a documented catastrophic event as defined in Paragraph 6.02(b)(3) (including one involving additional family members) if the employee makes such request in writing within twenty-four (24)

hours of the time the employee wishes to take time off.

SECTION 18.0

HOLIDAYS

18.01 Double time and one-half shall be paid all employees covered by this Agreement for work actually performed with a minimum equal to twenty (20) hours at straight time on:

- New Year's Day
- Reverend Martin Luther King Jr.'s birthday
- President's Day
- Memorial Day
- July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Employees who do not work will receive eight (8) hours for each holiday.

18.02 In addition, effective January 1, 2003 the same premium as above will be paid for employees' birthdays.

18.03 Effective January 1, 2007, employees will each receive one floating holiday per calendar year. Employees will select their floating holidays from a list posted by the District based on their respective seniority dates with such selection to be accomplished in conjunction with the vacation sign-up.

SECTION 19.0

BENEFITS

19.01 Health and welfare benefits provided for Paratransit employees are described below:

"The District will implement employee only medical, dental, and vision insurance. The plans offered to employees will be the plans (e.g. insurance carriers, monthly premiums, co-pays, and opt out rates) that are offered to, or subsequently negotiated for, fixed route ATU 192 employees. Dependent coverage will be offered at the employee's expense."

(a) Definition of Domestic Partner

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

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

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

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

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

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

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

(2) A Domestic partnership terminates when:

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

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

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

19.02 If the spouse of an AC Transit paratransit employee has medical or dental coverage through AC Transit or another employer, and if the employee provides acceptable verification of that coverage to the District, the employee may at his/her option drop medical or dental coverage at AC Transit, provided that the employee receives in the first payroll period of each month

50% of the _____ savings to AC Transit, or the amount of savings negotiated in the future for fixed route ATU employees, and provided further that the employee can return to medical or dental coverage through AC Transit at any time, with no waiting period, and with no _____ exceptions from medical or dental coverage for any pre-existing _____ conditions. This provision shall take effect, and remain in effect, _____ only if AC Transit's medical or dental providers have given the parties written confirmation that the above employee safeguards can be met. The options set forth in this paragraph may be _____ exercised only once during the term of this Agreement. If an _____ employee chooses to return to full medical or dental coverage at _____ AC Transit he/she will no longer receive any savings payments.

19.03 All employees covered by this Agreement who may be on authorized leave of absence in excess of six (6) months during the term of this Agreement will not receive the benefit package from the District. Employees will be required to pay any applicable benefit premiums if they desire to remain covered by their benefit provider.

19.04 The District will provide life insurance in the amount of \$30,000 and accidental death and dismemberment insurance in the amount of \$10,000 as soon as practicable after contract ratification.

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

Effective January 1, 2007, the District shall contribute \$.03 per hour per employee for all hours worked by employees in ATU classifications. The purpose of this contribution is to assist ATU members with their dependant care needs. The Dependant Care Committee shall be responsible for working out the details on how to implement programs.

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

SECTION 20.0

SEVERANCE

20.01 Any employee with three (3) years or more of service laid off due to reduction in force shall receive \$500.00 for each full year or major fraction thereof of service.

20.02 Any employee laid off due to reduction in force shall have the option of:

- (a) Accepting his/her severance pay, which will be a final termination of employment with the District.
- (b) Leaving his/her severance pay with the District and remaining on the rolls for a call-back. If not called back within one (1) year, the employee has the option of requesting and receiving his/her severance pay.
- (c) Leaving his/her severance pay with the District and applying for non-Paratransit positions. Paratransit employees who apply for non-Paratransit positions will be considered external candidates but the District will give priority to laid off Paratransit employees when processing candidates for these positions. The District will have the right to determine if a candidate is qualified for a position. If not hired into a non-Paratransit position within one (1) year, the employee has the option of requesting and receiving his/her severance pay.

The employee would be allowed to also remain on the call back rolls in accordance with Section 20.02(b) during this application period. If the employee accepts a different position within the District, he/she will be removed from the call-back rolls.

SECTION 21.0

DEFERRED COMPENSATION PLAN

- 21.01 In lieu of District paid employee pension benefits, Paratransit employees are eligible to participate in the District's deferred compensation plan.
- 21.02 Effective July 1, 2002, the District will contribute one hundred dollars (\$100.00) per month into each employee's deferred compensation plan.
- 21.03 Employees will be allowed, at their option, to apply this monthly contribution to their health and welfare benefits as described in Section 19.0. This option may be exercised upon the signing of this agreement and during open enrollment periods.

SECTION 22.0

BASIC HOURLY WAGE RATES

PARATRANSIT OPERATORS

Training Rate - \$10.00

Completion of Training to one year

Effective 1-1-07 - \$14.42

Effective 1-1-08 - \$14.85

Effective 1-1-09 - \$15.30

After One Year

Effective 1-1-07 - \$15.45

Effective 1-1-08 - \$15.91

Effective 1-1-09 - \$16.39

CONTROL ROOM OPERATORS AND CLERKS

Effective 1-1-07 - \$20.73

Effective 1-1-08 - \$21.35

Effective 1-1-09 - \$21.99

Trainees – 4% less than CROs and Clerks

LINE INSTRUCTORS

Effective upon signing of agreement – 30% above top Paratransit hourly wage

SECTION 23.0

PROMOTION SENIORITY

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

SECTION 24.0

CLASSIFICATION SPECIFICATIONS

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

SECTION 25.0

MANIFESTS & TURN IN TIME

- 25.01 Time and odometer readings will be recorded on manifests at each pick-up and drop-off site.
- 25.02 No more than fifteen (15) minutes will be allowed for Operators to check for lost items, retrieve their fare box and report to the Control Room Operator for check out.
- 25.03 The manifest must be submitted by the employee to the clerk or Control Room Operator by the end of the working day. Clerks or Control Room Operators who handle manifests shall not make any reduction in the time shown without giving the employee an opportunity to personally discuss such reduction. This shall be done by notification to the employee requesting that the employee meet to review the manifest within 72 hours.
- 25.04 The Paratransit Operator's off time will be entered by the Control Room Operator upon completion of manifest reconciliation.
- 25.05 Rest breaks shall be specified in drivers' manifests, which will allow the drivers to take their meal and rest breaks, either at the time specified in the manifest or as close as possible to that scheduled time. If a driver is unable to take a scheduled rest or

meal break at the scheduled time or reasonably close thereto, they are to contact dispatch as soon as reasonable, and dispatch will make arrangements for that driver to take his/her break as soon as possible. Failure to contact dispatch within a reasonable time will not subject a driver to discipline; but the District will not be obligated to pay for a missed break if a driver fails to call in within a reasonable time after missing a scheduled break.

SECTION 26.0

FRACTION OF HOURS

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

SECTION 27.0

NOTICE OF DISMISSAL

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

SECTION 28.0

LOST PROPERTY

- 28.01 All lost property found by or given to employees will be turned in to the District no later than at the end of the employee's shift. When an employee is of the opinion that such property is valuable, s/he will report same to the Control Room Operator at the time the property is found.
- 28.02 The District agrees to furnish any information to the employee finding lost property as to its final disposition, upon request from the employee.

SECTION 29.0

TRAINING / EDUCATION

- 29.01 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.
- 29.02 When the District introduces equipment to an employee's assigned job function and it is necessary to train on that equipment, the employee will suffer no loss of pay for time spent in training.

SECTION 30.0

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

- 30.01 Employees required to be absent from regular duties to obtain information, give testimony or for any other purpose in connection with an accident, shall not suffer loss of time for this service.
- 30.02 Employees off duty who are required to report to the Risk Department or General Counsel's Office to give information, testimony or for any other purpose in connection with accidents will be allowed actual time consumed at the place of interview.
- In addition to the above, Paratransit Operators will be allowed travel time in both directions from their Division with a minimum of two (2) hours, less any allowed time, unless the employee is requested to report at the completion of his/her assignment.
- 30.03 For Paratransit Operators, interviews at the Division by a representative from the Risk Department or General Counsel's office will be paid for actual time consumed.
- 30.04 If called for this purpose on day off and not already working, the employee shall receive time and one-half for actual time consumed with a minimum equal to twelve (12) hours at straight time.

SECTION 31.0

COMMERCIAL DRIVER'S LICENSE

31.01 California Commercial Driver's License Requirements:

- (a) Employees in service for one (1) year or more who are required by the District to maintain a California Commercial Driver's License shall be reimbursed for the cost of a Renewal and/or extensions.
- (b) Physical examination required by the State or the District shall be paid for by the District.

31.02 One (1) revocation of driver's license for a period in excess of six (6) months as a result of arrest and conviction of drunk or reckless driving shall result in dismissal. This provision does not apply when an employee is in violation of Paragraph 3.12 herein.

31.03 Notwithstanding the provisions of Paragraph 19.02 herein, during any absence as defined above, the employee will pay his/her own monthly premiums for benefit coverage.

SECTION 32.0

BULLETIN BOARDS

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

SECTION 33.0

REINSTRUCTION DURING PROBATION PERIOD

- 33.01 If within the first ninety working days of employment, a Paratransit Operator is found to require re-instruction, they may be returned to the training department for re-instruction at no loss of pay.

SECTION 34.0

UNIFORMS / EQUIPMENT

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

- 34.02 Upon completion of training a uniform voucher will be issued to a new employee to secure the following uniform requirements:

- (a) Three (3) pair regulation uniform trousers
- (b) Four (4) uniform shirts
- (c) One (1) raincoat

Effective July 1, 2002, drivers with one (1) or more years of service will be provided:

- (a) Five (5) pair of uniform trousers
- (b) Five (5) uniform shirts
- (c) One (1) raincoat (on a replacement basis).

Uniform vouchers will be issued yearly, around the employee's hire date. Operators may use uniform vouchers to purchase any authorized uniform item.

- 34.03 Upon the signing of this agreement, the District will supply all existing Paratransit operators with a voucher for a winter coat on a one time only basis.
- 34.04 During training and as needed thereafter, each employee will be issued at the District's expense a *Thomas Brothers Guide Book* or a comparable detailed map of the service areas.

SECTION 35.0

SENIORITY

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

SECTION 36.0

SYSTEM SENIORITY - SIGN-UPS

- 36.01 Paratransit sign-ups are to be held a minimum of three (3) times per year (April, July and October for Operators and January and July for Control Room Operators) at Division 8.

- 36.02 The District will furnish the necessary facilities, equipment and Clerks for the sign-up. The Union will furnish and the District will pay for the necessary Union representative. All other costs will be covered by the District. The District shall designate one (1) representative and the Union shall designate (1) representative. Each representative shall be the sole spokesperson for the group for whom he/she is designated to act. Each party shall advise the other at least 24 hours before sign-up as to the identity of its representative.

- 36.03 It shall be the responsibility of each Paratransit Operator to be present at the designated time and place.

The union representatives will attempt to contact (by phone or radio) any Paratransit Operator who:

- (a) Has not left a choice slip
 - (b) Cannot be present because of working
- 36.04 Employees not at work due to day-off, sick, vacation, leave, industrial injury, etc. must:
- (a) Leave a choice slip with the Shop Steward at the division at least one hour (1) in advance of the designated time to sign.
 - (b) Be present to sign when it is their turn to choose an assignment.
- 36.05 The Union Representative shall select the run or extra board and all selections shall be final if:
- (a) Choices are not available.
 - (b) Working employees cannot be contacted by phone.

- (c) Operators fail to appear at the designated time.
- 36.06 No one will be permitted to pass their turn to bid; all Operators must choose a run or the extra board at the time their names are called.

Operators will make their selections in seniority order from the seniority list.

- (a) The Paratransit Operator seniority list shall be kept current and posted at the Division one week prior to the sign-up where it is visible to all Paratransit Operators.
- (b) A copy of the seniority list shall be furnished to the union not less than two (2) days before sign-ups are posted.

SECTION 37.0

EXTRA BOARD

- 37.01 Extra Board Operators are defined as those Paratransit Operators who do not have “anchored runs”. All Extra Board Operators shall be guaranteed a minimum of eight (8) hours per day, five days per week, payable at regular pay periods, provided they were

available and worked as assigned. For purposes of this Section, “Guaranteed Hours” shall mean pay time excluding any overtime premium, elapsed and short rest penalty which may be due the Operator.

- 37.02 Should it become necessary for the Paratransit Division (due to the work load) to need weekdays as days off, those days off will be offered to the top seniority Operators on the Extra Board who have weekends off. If the required positions are still not filled, those days off will be assigned to Operators on the Extra Board in inverse order of seniority. Selection will begin with the first Paratransit Operator at the bottom of the Extra Board list with weekends off.

- (a) DEFINITION OF WEEKENDS

Friday and Saturday

Saturday and Sunday

Sunday and Monday

- 37.03 Should it become necessary for the division (due to their work load) to need Saturday and Sunday or Sunday and Monday as days off, those days 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. If the required positions are still not filled, those days off will be assigned to Operators on the Extra Board in inverse order of seniority.
- 37.04 All point positions during any point assignment shall be separated by time to indicate rotation of work assignments. The point assignment will rotate one position per day.
- 37.05 Extra Board Operators will be assigned first to point, then to open anchored runs, and then to extra board assignments by seniority according to their designated start times. Those with the same start time will be assigned available runs by seniority.
- (a) Any extra board operator who signs a start time between four (4) a.m. and six (6) a.m. will be assigned point on a rotating basis.
- 37.06 Extra Board Operators may not refuse work assignments with a spread of thirteen (13) hours or less, provided that the platform time does not exceed ten (10) hours.
- 37.07 Extra Board operators may not turn down add-on assignments, provided that such assignments do not cause operator to exceed legal or District time limitations.
- 37.08 Floaters are defined as Extra Board Operators who work from the point list. The last point person on any day who has not been assigned a run will become a Floater with approval of the broker. The Floaters will be dispatched either from the Division or a remote location, for the express purpose of protecting the runs.
- 37.09 Extra Board Operators will receive double time pay for hours worked in excess of twelve (12) hours per day.

SECTION 38.0

ANCHORED RUNS

- 38.01 An "anchored run" is a run that is assigned to the same Operator each day. The start time may fluctuate up to one (1) hour. However, the work assignment remains constant. Anchored work is considered analogous to a "regular run" on the fixed route service.

- (a) All anchored runs shall be scheduled as near to eight (8) hours in each day as practicable, excluding report time. If the run does not equal eight (8) hours, the Control Room Operator can assign work to the Operators up to eight (8) hours.
- (b) Add-ons can be assigned to anchored runs. Where practicable, anchored run Operators will not be assigned add-ons that would result in them working beyond their scheduled daily run times. Operators will be allowed to volunteer for add-ons beyond the end of their shifts.

SECTION 39.0

FILLING VACANCIES

39.01 Anchored Run Vacancies

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

39.02 Control Room Operator/Clerk Vacancies

- (a) Shift vacancies, of fourteen (14) days or more will be offered to the Extra-Qualified Control Room Operators/Clerks by the Assistant Superintendent until someone accepts the assignment.
- (b) In the event of a vacancy of less than fourteen (14) days the following procedure will be used on a daily basis to fill the vacant shift.
 1. Control Room Operators desiring day off work must submit a day off request in writing to an Assistant Transportation Superintendent.

(c) The Assistant Transportation Superintendent or designee shall make day off assignments using the following procedures:

1. Vacant shifts will be offered in seniority order on a rotating basis to the available Control Room Operators on their days off.
2. When two or more shifts are vacant on the same day, the senior available Control Room Operator will be given the first choice of vacant shifts.
3. Any Extra-Qualified Control Room Operator who has detailed a Control Room Operator shift when a vacancy occurs, will be considered a regular Control Room Operator when offering day off work by seniority. Holiday work will be assigned on a rotating basis.
4. When there are no available Control Room Operators, vacant shifts will be offered to Extra-Qualified Control Room Operators by seniority.
5. If there are no volunteers to fill a vacant shift, the vacant shift will be assigned to the Extra-Qualified Control Room Operator in inverse seniority.

(d) Day off requests will be accepted on a weekly basis, and all slips shall be turned in by 10:00 a.m. Monday through Friday.

(e) Holiday work will be filled by available Control Room Operators on a rotating basis. If there is more than one shift available the selection of the shift assignments will be made in seniority order.

SECTION 40.0

SHOP STEWARDS –TIME OFF

- 40.01 Upon request, the Shop Steward will be allowed time off to conduct Union business. This will allow the Shop Steward to be available to handle grievances and other employee-related issues that may arise at the Division.
- (a) The Shop Steward will be allowed additional time off to conduct Union business up to a maximum of two (2) days per month provided that said requests do not interfere with business operations.
- 40.02 The Shop Steward shall have superseniority at sign-ups and shall have Saturday and Sunday as their regular scheduled days off.
- 40.03 No Shop Steward shall suffer any loss of wages as a result of his/her position.
- 40.04 The District shall designate office space for the exclusive use of the Union.

SECTION 41.0

PICK-UP TIME

- 41.01 Sufficient running time will be allowed and not taken from the Operator's pick-up time.

SECTION 42.0

SANITARY FACILITIES TO BE FURNISHED BY THE DISTRICT

- 42.01 The District shall make available a list of clean, accessible sanitary facilities in the service areas authorized for use by Paratransit Operators with the understanding of the parties that Operators are not restricted to the use of listed facilities.
- (a) Paratransit Operator runs will be scheduled so as to provide sufficient opportunities for bathroom breaks.
- 42.02 Notice of any change of facilities shall be made promptly, and the Union will be notified of any proposed change in the authorized use list. Facility lock combinations and/or keys will be supplied by the District.

SECTION 43.0

GILLIE ROOM

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

SECTION 44.0

PREPARATION TIME

- 44.01 One (1) hour straight time shall be allowed to Paratransit Operators required to report before their first pick up time is scheduled.
- 44.02 The Control Room Operator shall make every effort to notify Operators of any change in report.
- 44.03 For shifts that begin before 7:00 a.m., the District will make assignments available by 7:00 p.m. of the previous day, unless there are extraordinary circumstances.

SECTION 45.0

ACCIDENT REPORT

- 45.01 One-half hour's pay at straight time rate shall be paid for filling out each accident report form when required.

SECTION 46.0

MINIMUM WAGE GUARANTEE

- 46.01 No anchored run shall pay less than eight (8) hours. Employees assigned to anchored runs shall be guaranteed weekly pay for the regular scheduled number of hours on their runs provided they are available and work as assigned.
- 46.02 All Extra Board Operators shall be guaranteed a minimum of eight (8) hours per day, five (5) days per week, payable at regular pay periods, provided they were available and worked as assigned.

46.03 Refusal by any Extra Board Operators to accept assignments with a spread exceeding thirteen (13) hours shall not affect their guarantee.

46.04 All time served on point by an Operator shall be computed as time worked.

46.05 All Clerks and Control Room Operators shall be guaranteed a minimum of eight (8) hours per day or forty (40) hours per week, provided they were available and worked as assigned.

SECTION 47.0

OVERTIME

47.01 Time and one-half shall be paid for all work in excess of eight (8) hours per day.

47.02 Paratransit Operators who have a Failure to Report during their five (5) day workweek and who work on their day(s) off shall be paid straight time for all hours worked on their day(s) off, except those hours worked in excess of forty (40) hours for the week which shall be paid for at the rate of time and one-half.

SECTION 48.0

DAY-OFF WORK

48.01 Day-off work will be assigned by seniority on a rotating basis to full-time Operators who request this work.

(a) To request day-off work, full-time Operators must submit a request form by Friday at ten (10) a.m. for Saturday, Sunday and Monday work and by ten (10) a.m. the day prior for all other days (Tuesday through Friday work). Operators may cancel their requests using these same deadlines.

(b) If an Operator has requested to work a day-off and is then scheduled to work that day, the Operator must work that day or be charged with an "absence" in accordance with Section 6.0 of this agreement

48.02 Time and one-half shall be paid for actual time worked by an employee on his/her day off, with a minimum of four (4) hours pay at time and one half.

SECTION 49.0

DAYS OFF

49.01 All Paratransit employees shall be entitled to two (2) consecutive days off in seven (7).

SECTION 50.0

INFRACTION OF REST PERIOD

50.01 When the rest period between the time of terminating one (1) day's assignment and reporting for another day's work is less than ten (10) hours (unless resulting from a voluntary change of runs or shifts), additional pay for each hour below ten (10) hours shall apply as follows:

- (a) For the first hour below ten (10) hours, an additional thirty (30) minutes will be paid.
- (b) For the second hour below ten (10) hours, an additional one (1) hour will be paid for a total of one (1) hour and thirty (30) minutes.

SECTION 51.0

QUALIFICATIONS

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

51.02 The individuals signing this Agreement in their official capacities hereby warrant their authority to act for the respective parties.

51.03 The District recognizes that the welfare and prosperity of its employees must be maintained for the good of the community.

51.04 Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of this Agreement, and further, that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision hereof.

51.05 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

51.06 In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

51.07 The Attendance Policy set forth in Section 6.0 is not intended to waive whatever rights any employee affected by said policy has under federal or state law or to preclude such employee from pursuing such rights.

SECTION 52.0

TERM AND TERMINATION

52.01 Basic wage rates of Section 22.0 shall be effective as shown therein.

52.02 This Agreement shall become effective as of January 1, 2007, unless otherwise specified and shall remain in full force and effect to and including, June 30, 2009, unless the party desiring such termination or modification serves a written notice upon the other party to the contract of the proposed termination or modification ninety (90) days prior to the expiration date thereof and offers to meet the other party and confer for the purpose of negotiating a new contract or a contract containing the proposed modifications.

SECTION 53.0

LINE INSTRUCTOR

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

SECTION 54.0

PEAK-HOUR OPERATORS

54.01 Peak-Hour Operators shall be guaranteed a minimum of three (3) hours per day at straight time and will work consecutive a.m. or p.m. shifts and shall have two (2) consecutive days off per week. Peak-Hour Operators are limited to a maximum of thirty (30) hours per week. Prep time will be included in the aforementioned hourly limits.

54.02 Should the Broker reduce the amount of work provided to the District, no full-time Operators will have their pay reduced below their hours per day guarantee in order to provide work to Peak-Hour Operators.

54.03 Wage rates for Peak-Hour Operators shall be the same as those applicable to full-time Operators.

54.04 Peak-Hour Operators shall not be used to protect the Extra Board. Overtime shall be offered to Peak-Hour Operators only after all full-time Operators have been exhausted.

54.05 Peak-Hour drivers shall be covered by Sections:

- 1.0 RECOGNITION OF AMALGAMATED TRANSIT UNION
- 2.0 UNION SECURITY
- 3.0 DISCIPLINE AND DISCHARGE
- 4.0 GRIEVANCES
- 5.0 ARBITRATIONS
- 6.0 ATTENDANCE POLICY (6.02 (b) (9) will have a minimum of three (3) hours guaranteed.)
- 7.0 TERM AND TERMINATION
- 8.0 PHYSICAL EXAMINATIONS
- 9.0 INFORMATION TO BE FURNISHED TO THE UNION
- 10.0 SAFETY
- 11.0 FREE TRANSPORTATION
- 12.0 PAY ALLOWED FOR INJURY ON DUTY

- 14.0 JURY DUTY
(14.01 and 14.02 paid at four (4) hours)
- 15.0 BEREAVEMENT LEAVE
(15.3 paid at four (4) hours)
- 16.0 SENIORITY AND LEAVE OF ABSENCE

- 18.0 HOLIDAYS
(18.01 paid at four (4) hours)
- 22.0 BASIC HOURLY WAGE RATES
- 23.0 PROMOTION SENIORITY
- 24.0 CLASSIFICATION SPECIFICATIONS
- 25.0 MANIFESTS & TURN IN TIME
- 26.0 FRACTION OF HOURS
- 27.0 NOTICE OF DISMISSAL
- 28.0 LOST PROPERTY
- 29.0 TRAINING / EDUCATION
- 30.0 PAY FOR CLAIMS-INTERVIEWS TESTIMONY ON DAY OFF, ETC.
(30.04 will have a minimum of six (6) hours pay at time and one half with no hourly limitations.)
- 31.0 COMMERCIAL DRIVER'S LICENSE
- 32.0 BULLETIN BOARDS
- 33.0 REINSTRUCTION DURING PROBATIONARY PERIOD
- 34.0 UNIFORMS / EQUIPMENT
- 35.0 SENIORITY
- 40.0 SHOP STEWARD'S TIME OFF
- 41.0 PICK-UP TIME
- 42.0 SANITARY FACILITIES
- 43.0 GILLIE ROOM
- 44.0 PREPARATION TIME (44.01 will be thirty (30) minutes)
- 45.0 ACCIDENT REPORT
- 49.0 DAYS OFF
- 51.0 QUALIFICATIONS
- 52.0 TERM AND TERMINATION

54.06 Peak-Hour Operators will be eligible for uniform allowances and will be issued a uniform voucher upon completion of training and thereafter on their anniversary dates. Each voucher will entitle the driver to the following:

- (a) Three (3) pair regulation uniform trousers
- (b) Four (4) uniform shirts
- (c) One (1) raincoat (on a replacement basis)

54.07 Effective July 1, 2002, Peak-Hour Operators shall accrue sick leave at the rate of four (4) hours per quarter under the criteria set forth in Section 13.0. Sick leave accrual shall not be affected if the driver moves to full-time Paratransit driver status.

54.08 Peak-Hour health and welfare benefits will be paid at two hundred twenty four dollars (\$224.00) per month.

54.09 Peak-Hour Operators with twelve (12) months seniority with the District will

receive five (5) days vacation paid at the rate of four (4) hours per day at their applicable rate.

- 54.10 The number of Peak-Hour Operators shall not exceed seventeen percent (17%) of the Full-time Operators.
- 54.11 Questions of seniority shall be decided by the Union.
- 54.12 Peak-Hour Operators may be assigned add-ons provided that their weekly work hours do not exceed thirty (30) hours.
- 54.13 Peak-Hour Operators will have two (2) division sign-ups to coincide with the full-time Paratransit Operators sign-ups as outlined in Section 36.0
- 54.14 There will be a separate seniority list for Peak-Hour Operators, and the selection of work hours for Peak-Hour shall be made in seniority order.
- 54.15 No full-time employee will be laid off while there is a Peak-Hour employee on the payroll.
- 54.16 No Peak-Hour position shall be filled as long as there are full-time employees laid off.
- 54.17 When the District determines the need to fill full-time Paratransit Operator positions, the District will offer these positions to the Peak-Hour Paratransit Operators in seniority order.

MEMORANDUM OF UNDERSTANDING

JOB BIDS WITHIN DISTRICT

The District and the Union agree that Paratransit employees who bid for non-Paratransit positions at the AC Transit District are considered external applicants.

MEMORANDUM OF UNDERSTANDING

JLMPC

The parties agree that constructive problem-solving is enhanced by regular, effective communications. To that end, the parties agree to develop and continually improve a Joint Labor Management Paratransit Committee (JLMPC).

The purpose of the JLMPC shall be to openly discuss and work to resolve issues that

affect the Paratransit unit. There shall be three (3) representatives from the union, and three (3) from management. The union representatives shall be the ATU President/designee, the Paratransit Shop Steward, and the Alternate Paratransit Shop Steward. The management representatives shall be the Chief Transportation Officer, the Director of Transportation, and the Superintendent of the East Oakland Facility, or their designees.

Meetings shall be quarterly, and set by mutual agreement of the parties. The parties may mutually agree to more frequent meetings, as necessary.

MEMORANDUM OF UNDERSTANDING

PREPARATION TIME

The District reserves the right to adjust the preparation time to more reasonably conform to the actual time required. Prior to any adjustments, the District will review the proposed change(s) with the Union.

MEMORANDUM OF UNDERSTANDING

CONVERSION OF FULL-TIME OPERATORS TO PEAK-HOUR

The parties understand that some current full-time Operators may want to convert to peak-hour Operators. As a result, upon ratification of this agreement, all full-time Operators will be asked if they want to convert to peak-hour. Those who indicate that they want to move to peak-hour will be placed on a list by seniority. Peak-hour openings, when they become available, will be posted. Available Operators from this list will be offered these positions until the list is exhausted.

When Operators are offered peak-hour positions, their names will be removed from the list whether they accept or refuse the offer.

Operators who are not available for work will be passed but kept on the list until the list is exhausted. The list will be exhausted after all those on the list have either been offered a peak-hour position or are not available for work.

Full-time Operators, who convert to peak-hour status, will go to the bottom of the full-time Operator seniority list if they convert back to full-time status in the future.

MEMORANDUM OF UNDERSTANDING

FOUR DAY/TEN HOUR WORK WEEKS FOR CONTROL ROOM OPERATORS

With the mutual agreement of both parties, workweeks of four ten hour days will be allowed for Control Room Operators. Any issues that arise from the implementation of this work schedule will be resolved by discussions between the parties. If agreement cannot be reached on any issue involving these workweeks, either party may elect to discontinue this work schedule. If both parties desire to resolve disagreements through arbitration, the provisions in Section 5.0 of this agreement will be utilized.

MEMORANDUM OF UNDERSTANDING

HEALTH PLAN IMPLEMENTATION:

The District will continue the \$348 per month contribution until the new plan is implemented. The implementation will occur following contract ratification and Board approval and will be as soon as possible but not later than the first of the month after a minimum of 30 days. New dependents can be added during open enrollment or if there is a qualifying event. Within 30 days of Board approval, the District will offer a special open enrollment period for paratransit employees.

MEMORANDUM OF UNDERSTANDING

DEPENDENT CARE TRUST

There will be no initial "buy-in" by the District. This agreement is effective only as long as the Trust continues to exist in the fixed route ATU agreement and is subject to the Trust/Trustees allowing these employees entry.

MEMORANDUM OF UNDERSTANDING

SIGNING BONUS

The District will provide a maximum \$1,200 signing bonus for current employees prorated by the number of full or partial months employed from December, 2005 through November, 2006.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this _____ day of February, 2007.

Greg Harper
Board President

Rick Fernandez,
General Manager

Kurt De Stigter,
Chief Human Resources Officer

Don Ellison
Manager, Employee Relations

Chris Iborra
Labor Relations Administrator

ATTEST: _____
Linda Nemeroff, District Secretary

APPROVED AS TO FORM: _____
Kenneth C. Scheidig, General Counsel

AMALGAMATED TRANSIT UNION, LOCAL 192:

Yvonne M. Williams
President/Business Agent

Durnetta Graham
Paratransit Shop Steward/
Executive Board Member

Rhodessa Stinger
Vice President

ATTEST: _____
Rebecca Jones, Financial Secretary/Treasurer