

District Settlement Proposal
September 3, 2026

1. Term: Ratification to August 31, 2028 (2 years)
2. Wages: Ratification: 3%; September 1, 2027: 3%
3. Pension: In addition to the District's existing employer contribution of 34.5% of Bus Operators' gross earnings to the Pension Trust, the District shall provide a lump-sum payment of \$4,000,000 in Year 1 and \$4,000,000 in Year 2. The parties will sign the side letter agreement to continue exploring and negotiating a potential transition to a CERA retirement system (e.g. Sonoma County), attached.

CERA Condition: The parties have 60 days from the date the District gives the Union a final proposal to move to a CERA to negotiate the terms of the transition. If no agreement is reached in 60 days, the Year 2 lump-sum payment will be forfeited.
4. Healthcare: premium share increased by 11.25% to match Union Coalition
5. Attendance: 4 occurrences total results in discharge; employees to start with clean record on ratification (see attached)
6. Sick Leave Article to comply with AB 616 (see attached)
7. All other tentative agreements

SIDE LETTER OF UNDERSTANDING

This Agreement is entered into by and between the Golden Gate Bridge, Highway and Transportation District ("the District") and the Amalgamated Transit Union, Local 1575 ("the Union"), (collectively, "the Parties").

WHEREAS, the Parties have been engaged in extensive negotiations in an attempt to address the underfunded status of the Golden Gate Transit Amalgamated Retirement Plan (GGTARP);

WHEREAS, the Parties have been exploring the possibility of transitioning the District's Bus Operators from the GGTARP to one of the state Employees' Retirement Associations ("CERAs") and dissolving the GGTARP;

WHEREAS, discussions with the CERAs are ongoing but will not be completed by the expiration of the Parties' current Memorandum of Understanding ("MOU"); and

WHEREAS, the Parties do not want to operate under an expired MOU for a lengthy period while the negotiations with the CERAs continue.

The Parties therefore agree as follows:

1. The District will continue work in good faith to determine whether a transition of the District's Bus Operators to a CERA is possible during the term of the successor 2026-2028 MOU;
2. The District will meet with the ATU at least once every thirty (30) days to keep the ATU apprised of the progress of such work, unless mutually agreed otherwise;
3. If a CERA agrees to allow the District's Bus Operators to join, the Parties will immediately begin negotiating the terms of such a transition, including contributions from the Parties.
4. The District will provide the ATU with a comparison of the GGTARP and the CERA benefits to guide such negotiations.
5. If no CERA agrees to allow the District's Bus Operators to join, the Parties will immediately begin negotiating alternative solutions.

This side letter agreement is entered into by the Union and the District on **September __, 2026**, and is executed on behalf of the parties by the following signatories:

FOR THE DISTRICT

Denis Mulligan
General Manager

Date: _____

FOR THE UNION

Shane Weinstein
President

Date: _____

District response to Union Proposal

May 27, 2026

ARTICLE 7. DISCIPLINE INVOLVING REMOVAL FROM SERVICE OR DISMISSAL

1. The causes for which a driver may be discharged shall include the following:
 - A. Dishonesty involving District Funds.
 - B. Insubordination.
 - C. ~~Accident involving personal injury or property damage in excess of \$5000.00.~~
 - D. Incompetence or unsatisfactory record.
 - E. Violation of the District's Drug and Alcohol Policy, including but not limited to intoxication or use of drugs while on duty.
 - F. Physical violence or serious threat of physical violence.
 - G. Serious racial or sexual misconduct.
 - H. Other serious misconduct.
2. An employee with less than one year of service who violates the District's Drug and Alcohol policy will be discharged on the first violation. An employee with one or more years of service who violates the District's Drug and Alcohol policy will be eligible for referral to the SAP for the first violation, unless the conduct resulted in personal injury or property damage for which the employee was at fault, in which case the employee will be discharged. Any subsequent violation of the District's Drug and Alcohol policy will result in immediate discharge.
3. Before discharge or removal from service of an employee for a cause specified in subparagraphs 1(B) or 1(D) above, the employee shall be afforded a hearing before the Supervisory Officer. The employee shall be represented by the Union at such hearing. If the decision of the Supervisory Officer is adverse to the employee, the discharge or removal from service shall not be effective until the decision is affirmed at the hearing on appeal.
4. In cases of removal from service for a cause specified in subparagraph 1(H) above, which shall be with pay, the employee shall be given a hearing before the Supervisory Officer within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays) from the removal from service. The time and place of such hearing shall be set in writing within twenty-four (24) hours (excluding Saturdays, Sundays, and holidays) of time of cause, with a copy of same transmitted to the Local Division of the Union. A written decision will be rendered within forty-eight (48) hours (excluding Saturdays, Sundays, and Holidays) of the conclusion of the hearing, and a copy

furnished the Local Division. Failure of the District to comply with this time limit will result in a forfeiture of discipline and a restoration to service of the employee. If the employee files an appeal as provided in Article 8, the employee shall remain in pay status until a decision on the appeal hearing is rendered.

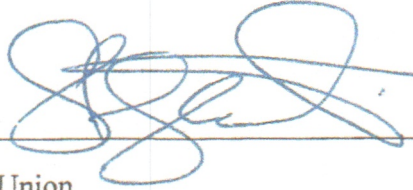
5. In cases of removal from service without pay for a cause specified in subparagraphs 1(A), 1(C), 1(E), 1(F), and/or 1(G), an employee shall be given a hearing before the Supervisory Officer within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays) from the removal from service. The time and place of such hearing shall be set in writing within twenty-four (24) hours (excluding Saturdays, Sundays, and holidays) of time of cause, with a copy of same transmitted to the Local Division of the Union. A written decision will be rendered within forty-eight (48) hours (excluding Saturdays, Sundays, and Holidays) of the conclusion of the hearing, and a copy furnished the Local Division. Failure of the District to comply with this time limit will result in a forfeiture of discipline and a restoration to service of the employee with pay for time lost.

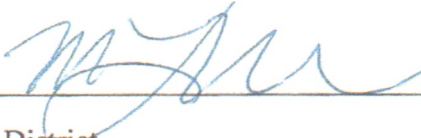
6. The employee shall have the right to have his or her case presented in writing for a decision or by appearance through the Union Representative. The President of the Local Division will be privileged to attend all such hearings. Witnesses will be allowed and statements admitted into evidence. The employee and representative will be allowed to read all papers and question all witnesses. Where -a person has made a complaint against an employee that may involve dismissal of said employee, the complainant will be produced (or sworn affidavit) at the initial hearing before a Supervisory Officer, when requested by the Union. Failure of the District to comply with this request will result in an immediate dismissal of the charges and restoration to service of the employee with pay for the time lost.

7. Any employee dismissed or removed from service and cleared of charges through the hearing process, will be restored to service with no loss of pay.

Union Proposal

C. Any accident involving personal injury or property damage reasonably estimated to exceed ~~twenty five~~ fifteen thousand dollars (\$2+15,000) at the time of the incident.

 5/27/26
Union

 5/27/24
District

District response to Union Proposal
May 27, 2026

ARTICLE 27: DISTRICT PROPERTY

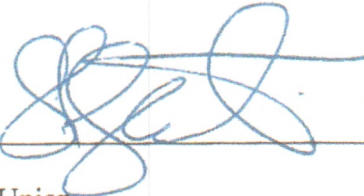
~~Operators will not be required to bear the expense of District badges, ornaments, service insignia, name plates, ticket punches, rule books, special watches, counters, or other equipment necessary to execute their duties. Replacement expenses on worn items issued by the District will be paid for by the District and lost items will be paid for by the employee~~

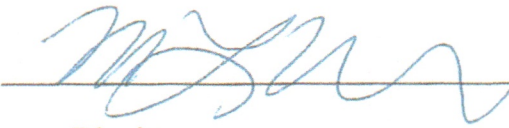
Union Proposal

Operators shall not be required to bear any cost for equipment required by the District to perform assigned duties.

The District shall furnish and maintain all required equipment at no cost to the employee.

Employees shall only be responsible for replacement costs where equipment is ~~intentionally~~ damaged or lost due to employee negligence, willful misconduct, or unauthorized use.

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Union

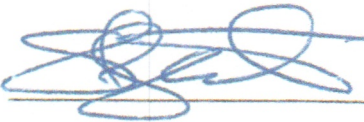
 5/27/26
District

Union Proposal to GGT
May 19, 2026

NEW ARTICLE: HEALTHCARE FSA (new language)

Union Proposal

The District shall permit members of the bargaining unit represented by ATU Local 1575 to participate in the Flexible Spending Account ("FSA") program administered by Navia Benefit Solutions. Eligible employees shall be afforded the opportunity to make voluntary pre-tax contributions to both the Healthcare FSA and the Dependent Care FSA, subject to the annual contribution limits and other applicable provisions set forth in Section 125 of the Internal Revenue Code, as amended

 5/19/26

Union

 5/19/26

District

Union Proposal to GGT
May 19, 2026

ARTICLE 4: NOTIFICATION OF AGREEMENT

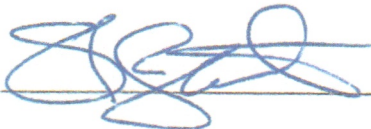
~~Union Representatives will meet with new employees after completion of Drivers' Training School. The District will notify the Union at the completion of each class from the Drivers' Training School. The intent of this provision is to allow the Union to inform the new employees of the benefits provided under the Memorandum of Agreement and application for membership in the Health and Welfare Plan. Further, the Union will also inform the new employees of the advantages of becoming a member of the Union.~~

Union Proposal

Union Representatives shall be afforded the opportunity to meet with all newly hired employees at the beginning of Drivers' Training School and again upon completion/graduation of Drivers' Training School prior to employees entering revenue service.

The District shall provide advance notice of class start and graduation dates and provide reasonable meeting space.

The District shall not interfere with or restrict communications between Union Representatives and new employees during such meetings.

 5/19/26

Union

 5/19/26

District

June 12, 2026

ARTICLE 49: PAY CLAIMS

1. When an operator incurs loss of work resulting solely by reason of error on the part of the District, he or she will be paid the difference, if any, between wages he or she would have earned and the service he or she performed.

~~2. An operator must notify the proper District official in writing within fifteen (15) calendar days of the date of the occurrence referred to above. Failure of the operator to comply with the above time limits shall result in a forfeiture of any claim for loss of wages.~~

3. The District must accept or reject the operator's claim for loss of wages in writing within fifteen (15) calendar days of the date received by the proper District official. Failure of the District to comply with the above time limit shall result in automatic decision in favor of the claimant.

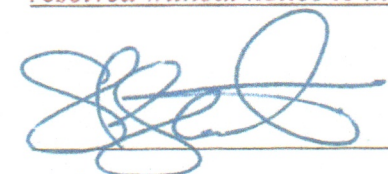
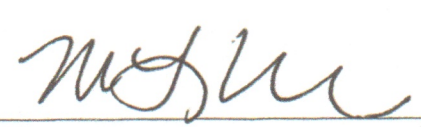
4. Any monies owed to an operator in excess of one hundred twenty-five dollars (\$125), adjustments shall be paid within two (2) business days of the District's acceptance of the claim. Pay discrepancies not exceeding one hundred twenty-five dollars (\$125) shall be paid in the next full pay period following the District's acceptance of the claim.

UNION PROPOSAL

2. The District shall provide and maintain the official forms required for the submission of pay claims agreed to by the Union. An operator or the Union must submit a written pay claim in hard copy to the Operations Control Center Manager or designee on the District-provided form within fifteen (15) calendar days from the date the operator knew or reasonably should have known of the loss. Failure to submit the claim within this period shall result in forfeiture of the claim. The District shall acknowledge receipt of the pay claim in writing at the time the claim is submitted or as soon thereafter as practicable. A copy of the pay claim and the written acknowledgment of receipt shall be provided to the Union.

The Union shall be notified of all pay claims filed by employees covered under this Agreement.

No pay claim filed under this Agreement may be settled, withdrawn, adjusted, or otherwise resolved without notice to the Union.

 6/12/26  6/12/26
UNION DISTRICT

Union Proposal to GGT
June 12, 2026

ARTICLE 3: ~~CREDIT UNION~~ BANK DEPOSITS

~~The District agrees to permit biweekly Credit Union deductions from payroll for the Allied Trades Credit Union, the Golden One, or Redwood Credit Union for each employee; signed authorization for deductions to be in the same amount each payroll period; requested changes in the amount deducted shall be made no later than ten (10) calendar days prior to the beginning of the first pay period of the calendar month to which such change shall apply~~

Union Proposal

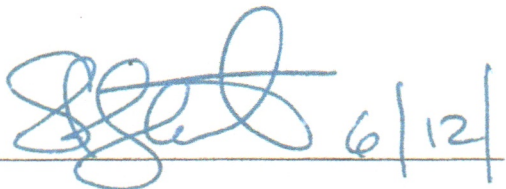
~~The District shall permit biweekly payroll deductions for credit union or banking deposits for each employee who provides signed written authorization.~~

~~The selection of the financial institution shall be solely of the employee's choosing.~~

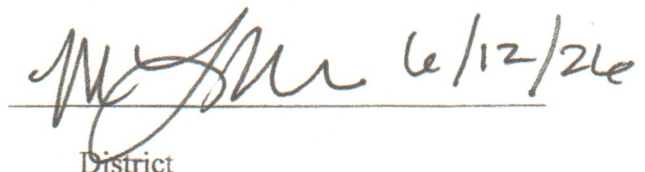
~~Requests to change the deduction amount or financial institution shall be submitted no later than ten (10) calendar days before the beginning of the first pay period of the calendar month in which the change is to take effect.~~

Union Proposal

The District shall provide payroll deduction services for employee-authorized deposits to any financial institution that participates in electronic funds transfer (EFT) systems. Employees may initiate, modify, or discontinue such deductions through written or electronic authorization. Changes shall become effective no later than the first payroll period of the month following receipt of the request, provided the request is received at least ten (10) calendar days before the beginning of that payroll period.



Union



District

District Counter to Union Proposal

May 27, 2026

ARTICLE 13: EXISTING COMPANY RULES

The District will consult with the Union before establishing rules and regulations which might be detrimental to the employee. The District will furnish the Union with a complete list of existing rules and regulations.

Union Proposal

~~The District shall provide the Union with advance written notice and an opportunity to meet and confer prior to the implementation, modification, rescission, or enforcement of any rule, regulation, policy, procedure, bulletin, directive, handbook provision, operational instruction, or practice that may reasonably affect employees' wages, hours, working conditions, discipline, job security, safety, scheduling, or other terms and conditions of employment.~~

~~The District shall not implement any new or revised rule or regulation that is detrimental to employees until the Union has been afforded a reasonable opportunity to bargain over the decision and/or impacts, as required by law and this Agreement.~~

~~Upon request, the District shall provide the Union with copies of all existing and proposed rules and regulations, policies, procedures, manuals, handbooks, bulletins, notices, operational directives, and amendments thereto in electronic format whenever available.~~

~~The District shall maintain and furnish the Union with a current and complete list of all existing rules and regulations applicable to bargaining unit employees. The District shall notify the Union in writing of any additions, deletions, revisions, or interpretations prior to implementation.~~

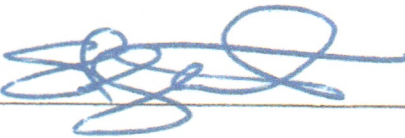
~~No employee shall be disciplined for violating any rule, regulation, or policy that:~~

- ~~has not been previously published or distributed to employees and the Union;~~
- ~~conflicts with this Memorandum of Understanding; or~~
- ~~has not been consistently enforced.~~

The District shall provide the Union with reasonable notice and an opportunity to meet and confer prior to implementing any change to wages, hours, or other terms and conditions of employment that are within the scope of representation and are not expressly covered by this Agreement.

The Union shall likewise bargain in good faith and respond within a reasonable period of time to requests to negotiate concerning mandatory subjects of bargaining.

Nothing in this Article shall prevent the District from taking immediate action required by a bona fide emergency. The District shall provide notice to the Union as soon as practicable following such action and, upon request, bargain over negotiable impacts to the extent required by law.

 6/12/26

Union

 6/12/26

District

District Proposal – Seniority

June 29, 2026

ARTICLE 21. SENIORITY

10. Bus Operators on extended leave for ~~six (6) consecutive months~~ 180 consecutive calendar days who do not have a return-to-work date prior to the posting of the bus operator's seniority list shall not be placed on the seniority roster for purposes of operator bidding.

6/29/26

NYLU 6/29/24
District

Union Counter to District Proposal

July 21, 2026

ARTICLE 65. PROBATION

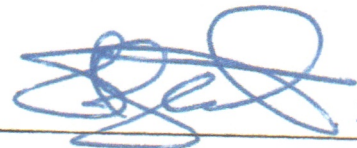
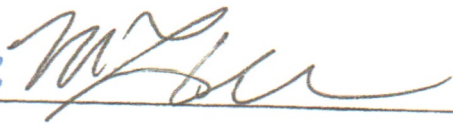
The probationary period shall be a trial period during which the District is to judge the ability, competency, fitness and other qualifications of employees to do the work for which they are employed.

All new employees shall be on probation for one hundred twenty (120) calendar days starting on the first day of work following graduation from the new bus operator training program. If an employee is absent from work for good cause during his probationary period, probation may be extended day for day up to thirty (30) calendar days by mutual agreement of the District and the Union to allow the employee to complete the full one hundred twenty (120) calendar days. New probationary employees may be disciplined or discharged at the total discretion of the District and such actions shall not be subject to review under any provision of this Agreement.

Part-time operators who are selected for full-time positions shall be considered new employees subject to a one hundred twenty (120) calendar day probationary period immediately following their first day of work as a full-time operator. In the event the District determines that a part-time operator selected for a full-time operator position will not successfully complete the probationary period as a full-time operator, the individual may return to a part-time operator position with no loss of seniority.

If within the first one hundred twenty (120) calendar days after qualifying as a bus operator, it is found that the operator requires reinstruction, the operator may be returned to the Training Department for such reinstruction and paid at the instruction rate of pay. Such period of reinstruction shall not exceed five (5) days.

The probationary period may be extended one (1) time for up to thirty (30) calendar days when additional time is necessary to further evaluate the employee's performance, attendance, conduct, safety, or overall ability to satisfactorily perform the duties of the position. Any such extension shall be provided to the employee and the Union in writing prior to the expiration of the original probationary period and shall state the reason for the extension. The extension shall not exceed thirty (30) calendar days unless mutually agreed to in writing by the District and the Union.

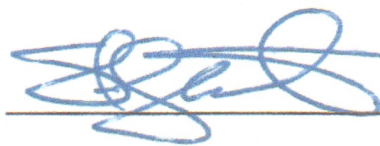
 7/21/26  7/21/26

Union District

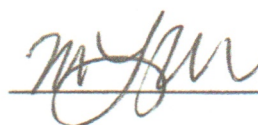
District Proposal – Holidays
June 29, 2026

ARTICLE 32. HOLIDAYS

1. Legal holidays are: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Cesar Chavez's Birthday, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Should any legal holiday fall on a Saturday, the day prior (will be observed as the holiday. Should any such legal holiday fall on Sunday, the day following will be observed as the holiday. In addition to the legal holidays, five (5) additional holidays will be observed, i.e., the employee's birthday, three (3) floating holidays per calendar year, and the day after Thanksgiving. The District may prepare a modified schedule for the day after Thanksgiving service.

 7/21/26

Union

 7/21/26

District

Union Counter to District Proposal

July 22, 2026

ARTICLE 50. DAY OFF WORK

1. Any operator wishing to work his or her day off will submit a written request, no later than 4:00 p.m. on the day before the operator's day off. These requests will be submitted in duplicate. The dispatcher will time stamp and initial the request form and return one copy to the operator.
2. D-1 and ~~D-3~~D-2 operators may submit to any dispatcher their requests for day off work originating from their home terminal. ~~D-2~~ D-3 operators may submit to any dispatcher their requests for day off work but will indicate their choice of either D-1 or ~~D-3~~ D-2 as their home terminal for that day. Written day off requests submitted at the San Francisco Lot or other Divisions shall be verified by telephone with Division 1 dispatcher.
3. Operators who submit requests for day off work in accordance with paragraph 2, will, except in those circumstances where time limitations would not allow such assignment, be assigned or called to work in the following order:
 - A. Home board extra operators.
 - 1) ~~Novato-Santa Rosa~~ extra operator.
 - B. Home terminal run operators.
 - 1) ~~Novato Santa Rosa~~ run operator.
 - C. Nearest out of town extra board operators.
 - D. Nearest out of town run operators.
 - E. Farthest out of town extra board operators.
 - F. Farthest out of town run operators.

Within these groups, operators will be called in seniority order. It is understood that hold-down operators are to be considered as run operators.
4. Operators not assigned on the detail sheet will not be required to remain on call, but if they are called and are not available, their request will become void.
5. If assignments materialize, after the board closes, that require the use of additional day off operators, these operators will be called by telephone with a minimum one (1) hour

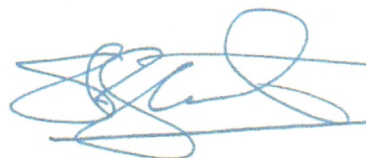
call and will be given the assignment. Operators shall be compensated for scheduled transit time from the home division of the run to the relief point and provided further, that if the assignment is to a less than a full run, the District will furnish transportation (including pay) for the operator to his point of origin on the assignments, if requested.

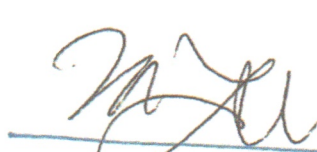
6. An operator electing to work on his or her regular days off in any scheduled work week shall be paid time-and-a-half for work time with a minimum of eight (8) hours of work time provided that the operator has worked the five (5) scheduled workdays prior to the operator's scheduled days off. If the operator has been excused previously from working on any of the five scheduled workdays, that day shall be considered as a day worked for purposes of this provision:

7. Operators coming up against an on-duty ceiling because of applicable state or federal maximum on duty time laws or regulations (e.g., "having been on duty for 80 hours in any consecutive eight days") due in any part to working a day off will not have a guarantee of eight

(8) hours on the day on which the driver will reach the ceiling and will not be dispatched for any assignment unless the driver has at least four (4) hours of permissible on duty time.

Any operator unable to complete an assignment due to this limitation will be relieved at the last and closest relief point nearest to an extra board having operators available for relief.

 7/22/26
UNION

 7/22/26
DISTRICT

District response to Union Proposal
July 28, 2026

ARTICLE 31. VACATIONS

1. All operators of the District shall become entitled to annual vacation credits in accordance with the following provisions:
 - A. In order to accrue vacation credits, as applicable, in any month the employee must be on paid status for at least sixteen (16) days in that particular month. Pay status is defined as regular working days, regular days off, paid sick leave and paid vacation.
 - B. Employees with one (1) month, but less than four (4) years of service, shall receive vacation credit at the rate of five-sixths ($5/6$) of a day per month towards annual vacation, but not to exceed two (2) weeks.
 - C. Employees with four (4) years and less than ten (10) years of service shall receive vacation credit at the rate of one and one-quarter ($1-1/4$) days per month towards annual vacation but not to exceed three (3) weeks.
 - D. Employees with ten (10) years and less than twenty (20) years of service shall receive vacation credit at the rate of one and two-thirds ($1-2/3$) days per month towards annual vacation, but not to exceed four (4) weeks.
 - E. Employees with twenty (20) years but less than twenty-nine (29) years of service shall receive vacation credits at the rate of two and one-twelfth ($2-1/12$) days per month towards annual vacation but not to exceed five (5) weeks.
 - F. Employees with twenty-nine (29) years or more of service shall receive vacation credit at the rate of two and one-half ($2-1/2$) days per month towards annual vacation but not to exceed six (6) weeks.
2. The accumulation of 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.
3. The vacation list for bus operators shall be posted on the Monday before Thanksgiving Day each year. The bidding will commence on the Monday after Thanksgiving Day. Operators will be permitted to select their vacations on the basis of seniority.
4. Split vacations will be allowed on a voluntary basis. No employee will be forced to split a vacation. All employees who exercise the option to split will not be allowed all picks at one time. They shall make their first pick and then wait until all other employees have signed according to their seniority; then they shall be allowed their second pick on a seniority basis; then they shall be allowed their third pick on a seniority basis. Vacations may only be split once except where additional consecutive weeks are not available on the third pick.

5. Casual vacation days may be taken as follows:

A. An employee may use up to five (5) days' vacation accrual annually on a day-by-day basis but may not take more than two (2) consecutive days casual vacation at any one time.

B. Employees eligible to take casual vacation shall advise the District of their intent to utilize casual vacation on the forms provided by the District. This notification period will commence October 15 and conclude October 31 prior to the year vacation will be taken.

C. During the months of January, May, June, July, August, November and December, the District will guarantee three (3) casuals / Floaters off per day, During the months of February, March, April, September and October, the District will guarantee four (4) casuals/floaters off per day.

D. Employees who declare intent to use casual vacation the following year will

do so by:

1) Submission of bid between December 1 but no later than the third

(3rd) Thursday of December for a maximum of two (2) consecutive days casual vacation or a combination of one (1) day casual vacation plus one (1) Floating Holiday. Awards shall be made in seniority order; and/or

2) Notify a Dispatcher at Division One on the form provided, no later than forty-eight (48) hours in advance, of your selection of a casual vacation day. The Notification Form will be time/date stamped and a duplicate returned to the employee. Awards shall be made in seniority order in cases of identical times of submission. The District will respond to requests for vacations/casuals within two business days of the date the request was made.

E. Posting of available days open for purposes of operators bidding floater and casual vacation requests shall be posted on Mondays at noon, or, if Monday is a holiday, by the next business day.

F. Employees unable to take casual vacation days in the year following that earned will receive cash payments for those days in the second pay period of February.

6. When an employee is off work because of industrial injury or jury duty, his or her vacation may be postponed until the employee returns to work.

7. If an employee postpones vacation as provided in paragraph 6, upon return to work, the vacation period shall be placed in a slot as determined by the District, after consultation with the Union.

8. If an employee is unable to return to work as provided in paragraph 5 in the calendar year following that in which the vacation credits were earned, the vacation credits shall be paid in cash.

9. If the foregoing item (8) occurs during November or December of any calendar year and insufficient time remains in said calendar year to permit an employee to take earned vacation, the vacation must be postponed until the following year unless, upon return to work, sufficient time in the current calendar year remains which would permit said employee to take earned vacation.

10. Regular assigned run operators, while on vacation, will receive their regular run pay, which shall include report and turn-in pay as defined in Article 53; extra board operators rotating will be paid on the basis of their extra board average; extra board operators on hold-downs will receive their regular run pay (including report and turn-in time) for the hold-down.

Union Proposal

F. Employees with twenty-nine (29) years or more of service shall receive vacation credit at the rate of two and one-half (2-1/2) days per month towards annual vacation but not to exceed six (6) weeks.

2. The accumulation of 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.

3. The vacation list for bus operators shall be posted on the Monday before Thanksgiving Day each year. The bidding will commence on the Monday after Thanksgiving Day. Operators will be permitted to select their vacations on the basis of seniority.

4. Split vacations will be allowed on a voluntary basis. No employee will be forced to split a vacation.

5. Rescheduling. Employees may request to move their vacation time to any open week within the calendar year, subject to availability. Employees are limited to one (1) request to reschedule per year and are limited to rescheduling no more than one (1) week of vacation time per year. For the purposes of this section, an "open" week is any calendar week in which the number of operators scheduled to be on vacation is less than the number of vacation slots originally established for that week during the annual vacation selection process. If an employee separates from the District after vacations have been assigned, any vacation week previously assigned to that employee shall be deemed an open vacation slot and may be made available for vacation rescheduling in accordance with this Section. Requests to reschedule a vacation must be made at least two (2) weeks in advance.

~~5. Employees shall have the right to exercise one of the following options with their scheduled vacation time:~~

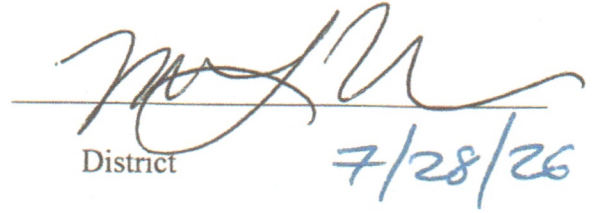
~~• Cancel and Work: Employees may cancel their scheduled vacation and elect to work instead, without restriction or penalty.~~

~~Reschedule: Employees may move their vacation to any open week within the calendar year, subject to availability. The District shall not unreasonably deny such requests.~~



Union

7/28/26



District

7/28/26

District Counter Proposal
July 27, 2026

ARTICLE 9. GRIEVANCES

1. A grievance must be presented in writing to the other party within forty-five (45) ~~thirty (30)~~ calendar days from the date of knowledge of the facts upon which the grievance is based by the party submitting the grievance or when the facts reasonably should have been known. The grievance must be written on an official grievance form issued by the District.

2. If a grievance is alleged by the District, it shall be presented in writing to the Union and, if appropriate, to the affected employee.

3. If a grievance is alleged by an employee covered by this contract, or by the Union, it shall be presented ~~to a first level grievance hearing officer designated by the Deputy General Manager.~~ An employee retains the right to file a grievance on his/her/their own behalf; however, the Union shall receive notice of all grievances filed under this Agreement and shall be provided copies of all grievance documents, correspondence, and hearing notices. Transportation Manager or the Superintendent of Transportation.

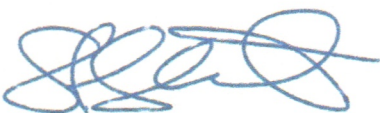
4. The Deputy General Manager shall designate a first level grievance hearing officer. After submission of a grievance, as set forth above, the parties shall meet promptly for the first level hearing, and in any event within fifteen (15) calendar days from receipt thereof, unless the time is extended by mutual written agreement of the parties. The Union shall have a right to attend and participate in all grievance meetings and hearings, regardless of whether an individual operator requests union representation. The first level hearing may be waived by mutual consent.

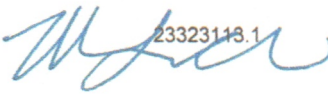
4. At the completion of the first level grievance hearing, a written decision of such hearing shall be rendered within fifteen (15) calendar days and copies furnished to the Union and the employee. Failure of first level grievance hearing officer Transportation Manager to render a decision within the time specified shall result in an automatic decision in favor of the grievant. If the grievant is dissatisfied with the decision rendered ~~by either the Transportation Manager or Superintendent of Transportation~~ by the first level hearing officer, they shall have the right to appeal through the Union President, to a second level grievance hearing officer, designated by the Deputy General Manager. the Bus Transit Manager or the Deputy General Manager's duly authorized representative. Appeals shall be filed within fifteen (15) calendar days after the Union is notified of the decision.

5. Grievance hearings on appeal shall be held within fifteen (15) calendar days after receipt of demand, unless they are continued through mutual consent. The second level hearing officer shall make a decision on the appeal within ten (10) calendar days of the conclusion of the hearing, and notify the Union and the affected employee of the same. Employees who are required by the District to attend investigations, grievance meetings or hearings will be reimbursed for lost time. Any employee or employees ultimately found to be entitled to reinstatement upon the resolution of the grievance shall be reinstated with no loss of pay.

6. No grievance filed under this Agreement may be settled, withdrawn, adjusted, resolved, or otherwise disposed of without the knowledge, participation, and written concurrence of the Union. Any attempted settlement or resolution reached without the Union's written agreement shall be null and void and shall not be binding upon the Union or the District.

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District Proposal to ATU
July 28, 2026

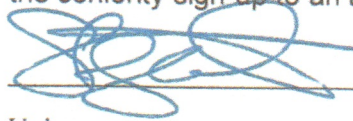
ARTICLE 39. DISTRICT SENIORITY SIGN-UP

1. The District Seniority Sign-Up will be conducted a minimum of four (4) times a year to be effective on the second Sunday in ~~March~~ January, the second Sunday in ~~June~~ April, the second Sunday in ~~September~~ August ~~and the second Sunday in December and~~ and the second Sunday in October.
2. All bidding or sign-ups will commence at the San Rafael Bus Transit Headquarters no less than two weeks prior to the effective assignment dates. The initial advertising of runs will be posted four Mondays preceding the date of the change.
3. Once the bidding procedure commences in a sign-up no new runs or extra board positions may be added to the list incorporated, advertised and posted for bid.
4. The run book will be advertised and posted no less than one week prior to the bidding period, and in no event will changes be made in runs thereafter.
5. This information will be made available at all division points, including San Francisco.
6. A list of no more than thirty (30) drivers will be posted according to seniority each day of the bidding period. Operators will submit their bids into a sealed box provided by the District which will be opened immediately following the close of the bid period at 12:00 noon for that group. In the event there are unsuccessful bidders or absent drivers from the group, the Union representative present will bid for them.
7. This procedure will be followed until the entire roster has been exhausted. The number of operators on the last bid roster will naturally vary, and probably not conform to the limits outlined above.
8. During the bidding period all results will be posted electronically on the District's intranet, immediately after the awards have been made for each individual group. The results will be posted on paper at all division points, including San Francisco, by the following morning.
9. The District will furnish the necessary facilities, equipment and staff for the sign-up. The Union will furnish the necessary Union representative. The District will reimburse the Union representative's loss of wages incurred for the time actually spent in the sign-up process. The District may require the Union representative to return to his/her regular assignment upon the completion of the sign-up process. The District shall designate one representative and the Union shall designate one representative. Each representative shall be the sole spokesman for the group for which he or she is designated to act. Each party shall advise the other before the Sign-Up as to the identity of its representative.
10. Operators who transfer from one line to another (excluding new routes) on their own volition will be required, as a condition of said transfer, to know the assignment prior to the time the transfer is requested or bid. When such transfer is made as a result of change in operation or at the request of the District, such operators will be compensated at their appropriate rate of pay.

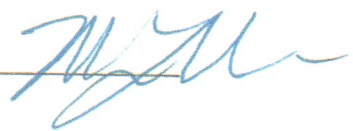
11. The District will determine the number of extra board operators to be allotted to San Rafael, Novato, and Santa Rosa; when an extra board location is in need of additional extra operators the District will determine from which other extra board location extra operators can be released and permit the necessary number of extra operators to select by preference bid to fill the additional positions. If the positions are not filled by bid, then the assignments will be made by inverse seniority order. The training department's weekly assignments and schedules for operator trainers, shall happen on the same timelines as bus operator hold downs. Any trainer submitting a bid for a hold down must be fully released of training duties and must be available to complete five (5) consecutive workdays, performing the assigned hold down.

12. The above may be modified to conform to local operating conditions if mutually agreed in writing between the District and the Union.

13. With the mutual agreement of the District and the Union, the District may convert the seniority sign-up to an automated, computerized process during the life of the MOU.

 7/28/26

Union

7/28/26 

District

ATU Proposal to GGT

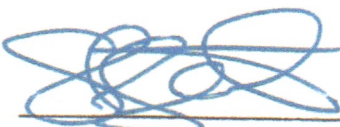
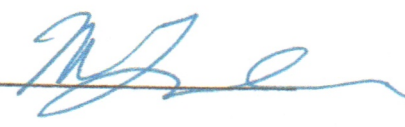
June 12, 2026

Article 50: Day Off Work (section 6)

6. An operator electing to work on his or her regular days off in any scheduled work week shall be paid time-and-a-half for work time with a minimum of eight (8) hours of work time provided that the operator has worked the five (5) scheduled workdays prior to the operator's scheduled days off. If the operator has been excused previously from working on any of the five scheduled workdays, that day shall be considered as a day worked for purposes of this provision:

Union Proposal: add language to section 6

For purposes of Day Off Work assignments, seniority shall reset at the beginning of each work week. The work week shall defined as starting at 12:00 am Sunday and ending at 11:59: pm on following Saturday Day Off Work shall be assigned by seniority within that work week only.

 7/28/26 7/28/26 

Union District

ATU PROPSAL TO GGT

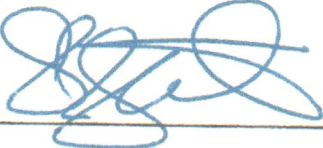
JUNE 12, 2026

ADD TO FRONT COVER IN DEFINITIONS SECTION

WORK WEEK DEFINITION

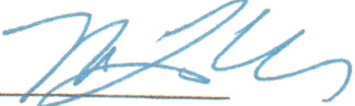
For all purposes under this Agreement, including but not limited to overtime service, day-off work, overtime pay, extra board assignments, hold downs, work swaps, scheduling, and the application of Articles 50, 51, 56, and 57, the work week shall commence at 12:00 a.m. on Sunday and shall end at 11:59 pm on the following Saturday.

Any reference in this Agreement to a "week," "work week," "calendar week," or "scheduled work week" shall mean the seven (7) consecutive day period defined above unless expressly stated otherwise.



Union

7/28/26

7/28/26 

District

ATU 1575 PROPOSAL TO GGT

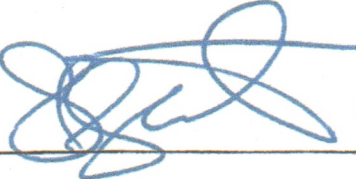
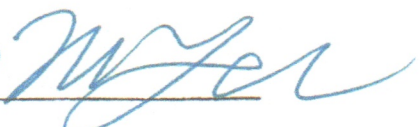
June 12, 2026

Article 47 section 17: Extra Board

17. Day off changes resulting from changes in the number of positions or strength requirements on the Extra Boards shall be made by the Dispatcher using the preference cards filed with them by extra operators. Such changes will be made by preference in seniority order. ~~Extra operators will be allowed to submit no more than one preference card for each seniority sign-up.~~ Failure to submit a preference card or failure to submit one with sufficient choices, may result in the extra operator being assigned as required by the District in seniority order, to an open day-off position which commences at the start of the calendar week. Operators alleging incorrect day-off assignments must file a written protest with a dispatcher clerk before 4:00 PM on the Friday following the awards. If there is no timely protest, the awards will stand. Indisputable errors will be corrected immediately and the District will notify all affected operators. If a dispute arises, the parties shall meet as soon as possible to effect a solution. Day-off changes will be announced by 12:01 PM Thursday, to be effective the following Sunday.

Union Proposal:

Extra Board operators shall be permitted to submit up to two (2) preference cards for any seniority sign-up covering a period of three (3) months or less. For any seniority sign-up covering a period greater than three (3) months, Extra Board operators shall be permitted to submit up to three (3) preference cards. Preference cards shall be ranked in order of the operator's preference and awarded in accordance with seniority.

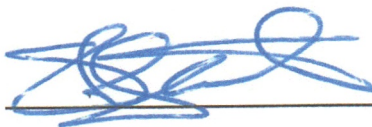
 7/28/26 7/28/26 

District Proposal – DUIs
July 30, 2026

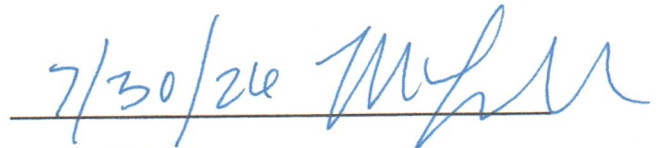
ARTICLE 16. LEAVE OF ABSENCE, DISABILITY, LAYOFF

Section 9 – DUI

In the event an employee's driver's license is suspended or revoked for other than medical reasons, the employee will be given a personal leave of absence of up to twelve (12) months on the first such occasion. In the event an employee's driver's license is suspended or revoked for other than medical reasons again within ~~three (3) years~~ four (4) years, the employee will, absent a finding of substantial mitigating circumstances, be terminated. If an employee is on a medical leave of absence or on sick leave status at the time of the first suspension or revocation of driver's license, the employee must supply medical verification every thirty (30) days and will be subject to a medical examination by a physician designated by the District. Failure to provide the required thirty (30) day medical verification will result in cancellation of medical benefits on the thirty-first (31st) day. A personal leave of absence for a driver's license revocation or suspension due to drugs or alcohol will only be granted one time. If the operator's license is revoked or suspended again for drugs or alcohol, the employee will be terminated. If the action which caused the suspension or revocation of the employee's driver's license occurred on the job, the employee will be subject to discipline under Article 7.

 7/30/26

Union

 7/30/26

District

District Counter Proposal – Discipline

July 30, 2026 ✓

August 14, 2026

ARTICLE 6. DISCIPLINE

1. The District agrees to notify the employees in writing of the placing of anything for or against them on their record. An employee will not be disciplined or dismissed nor will entries be made against an employee's record without sufficient cause, and the employee shall be furnished with a full, complete and clearly written statement of the charges made against him/her/they. No discipline by suspension shall be administered to any employee which shall permanently impair seniority rights. The District has the right to place an employee on a paid administrative leave pending the investigation of any alleged misconduct.

2. For discipline less than termination, the District agrees that, in the event of the breach of rules or regulations on the part of the employee, the District will issue the discipline to notify the employee in writing as speedily as proper investigation will permit, and in any event within fifteen (15) calendar days from the date of knowledge of the occurrence by a Supervisory Officer ~~of the intent to render discipline~~. A copy of the ~~notice discipline~~ will be sent to the Local Division of the Union. Failure of the District to send such written discipline notice to the employee or the Union within the fifteen (15) day period will constitute a forfeiture of discipline for that occurrence. Employees will be required to acknowledge receipt of discipline notices by signing the form provided.

3. Discipline issued pursuant to this Article may be appealed in accordance with Article 8, below.

~~3. Except in cases of discharge, where an Employee is removed from service with or without pay, the employee will be furnished notice of the District's intention to render discipline. The employee or his/her/their duly authorized Union Representative, on his/her/their behalf shall, before a rendition of the discipline, be entitled to a fair and impartial hearing before a Supervisory Officer appointed to conduct the hearing. The request for a hearing will be made to the District, in writing, within fifteen (15) calendar days of the receipt of the infraction notice by the employee and the Union. Failure of the employee to request a hearing within fifteen (15) calendar days will constitute forfeiture of any claim. Such hearing will be held as soon as possible and in no event later than fifteen (15) calendar days after receipt of the request made therefore, unless the parties mutually agree that the time herein stated shall be continued. The employee shall have the right to present his or her case personally, either in writing or by appearance in person, or may have the case presented through the employee's representative, the Union President. The Union President shall have the right to attend all hearings.~~

~~4. A written decision will be rendered within ten (10) calendar days from the date the hearing is concluded and a copy of the decision shall be furnished to the Local Division of the Union. Failure to render a decision within ten (10) calendar days shall result in a forfeiture of any discipline by the District for the occurrence.~~

4. In cases of alleged speed charges, bus speedometers will be checked within a reasonable time, not to exceed two (2) days after written notice to the District from the driver of receipt of citation. Copies of speedometer checks will be furnished to the driver and the Local Division of the Union. If the degree of error in the speedometer is sufficient to cause the driver to be unaware that he or she was violating the law, the driver's record will not be charged.

6. Employees required by the District to appear at hearings at any level will not suffer any loss of pay. Any entry in any employee's record will be regarded as discipline.

7. 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 President of the Union shall be furnished non-confidential and all pertinent information relative to a discipline and discharge hearing from the personnel records of the employees represented by the Union. Such request shall be made through the office of the Bus Transit Manager, Department Head, or representative of the District acting as a Hearing Officer.

ARTICLE 7. DISCHARGE DISCIPLINE INVOLVING REMOVAL FROM SERVICE OR DISMISSAL

1. The causes for which a driver may be discharged shall include the following:

- A. Dishonesty involving District Funds.
- B. Insubordination.
- C. Accident involving personal injury or property damage in excess of ~~\$5,000.00~~ \$15,000
- D. Incompetence or unsatisfactory record.
- E. Violation of the District's Drug and Alcohol Policy, including but not limited to intoxication or use of drugs while on duty.
- F. Physical violence or serious threat of physical violence.
- G. Serious racial or sexual misconduct.
- H. Other serious misconduct.

2. An employee with less than one year of service who violates the District's Drug and Alcohol policy will be discharged on the first violation. An employee with one or more years of service who violates the District's Drug and Alcohol policy will be eligible for referral to the SAP for the first violation, unless the conduct resulted in personal injury or property damage for which the employee was at fault, in which case the employee will be discharged. Any subsequent violation of the District's Drug and Alcohol policy will result in immediate discharge.

3. ~~Before discharge or removal from service of an employee for a cause specified in subparagraphs 1(B) or 1(D) above~~ Following a reasonable investigation and prior to discharge, in any event not to exceed fifteen (15) calendar days, the District will issue the employee a written Notice of Intent to Discharge. Such Notice of Intent to Discharge

shall set forth the reasons for the discharge and will include a summary of evidence supporting the discharge. A copy of the Notice of Intent to discharge will be sent to the Union.

4. In all discharge cases, the employee shall be afforded a hearing before the Supervisory Officer prior to discharge. The employee shall be represented by the Union at such hearing. ~~If the decision of the Supervisory Officer is adverse to the employee, the discharge or removal from service shall not be effective until the decision is affirmed at the hearing on appeal.~~

~~4. In all discharge cases of removal from service for a cause specified in subparagraph 1(H) above, which shall be with pay, the employee shall be given a~~ The hearing before the Supervisory Officer shall be given within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays) from the Notice of Intent to Discharge. ~~the removal from service.~~ The time and place of such hearing shall be set in writing within twenty-four (24) hours (excluding Saturdays, Sundays, and holidays) of issuance of the Notice of Intent to Discharge ~~time of cause,~~ with a copy of same transmitted to the Local Division of the Union. A written decision, along with a notice of discharge as applicable, will be rendered within forty-eight (48) hours (excluding Saturdays, Sundays, and Holidays) of the conclusion of the hearing, and a copy furnished the Local Division. Failure of the District to comply with this time limit will result in a forfeiture of discipline and a restoration to service of the employee. If the employee files an appeal as provided in Article 8, the employee shall remain in pay status until a decision on the appeal hearing is rendered.

~~5. In cases of removal from service without pay for a cause specified in subparagraphs 1(A), 1(C), 1(E), 1(F), and/or 1(G), an employee shall be given a hearing before the Supervisory Officer within seventy two (72) hours (excluding Saturdays, Sundays, and holidays) from the removal from service. The time and place of such hearing shall be set in writing within twenty four (24) hours (excluding Saturdays, Sundays, and holidays) of time of cause, with a copy of same transmitted to the Local Division of the Union. A written decision will be rendered within forty eight (48) hours (excluding Saturdays, Sundays, and Holidays) of the conclusion of the hearing, and a copy furnished the Local Division. Failure of the District to comply with this time limit will result in a forfeiture of discipline and a restoration to service of the employee with pay for time lost.~~

5. The employee shall have the right to have his or her case presented in writing for a decision or by appearance through the Union Representative. The President of the Local Division will be privileged to attend all such hearings. Witnesses will be allowed and statements admitted into evidence. The employee and representative will be allowed to read all papers and question all witnesses. Where a person has made a complaint against an employee that may involve dismissal of said employee, the complainant will be produced (or sworn affidavit) at the initial hearing before a Supervisory Officer, when requested by the Union. Failure of the District to comply with

this request will result in an immediate dismissal of the charges and restoration to service of the employee with pay for the time lost.

6. Any employee dismissed or removed from service and cleared of charges through the hearing process, will be restored to service with no loss of pay.

ARTICLE 8. HEARINGS ON APPEAL

1. Employees dissatisfied with the discipline rendered pursuant to Article 6 or with a decision rendered by the District's Supervisory Officer following a hearing conducted pursuant to Article 7 shall have the the right to appeal through their Union representative to the Level One Hearing Officer, designated by the District.

Appeals under this Section shall be filed within fifteen (15) calendar days after the employee is notified of the discipline pursuant to Article 6 or the Supervisory Officer's decision pursuant to Article 7, unless extended in writing by mutual agreement. Failure to file an appeal within fifteen (15) calendar days will constitute forfeiture the right to appeal the matter.

2. Level One Hearing. The Level One hearing will be held as soon as possible and in no event later than fifteen (15) calendar days after receipt of the request made therefore, unless the parties mutually agree that the time herein stated shall be continued. In the case of hearings on appeal involving discharge ~~removal from service~~, the hearing shall be held within five (5) calendar days after receipt of demand.

The employee shall have the right to present his/her/their case personally, either in writing or by appearance in person, or may have the case presented through the employee's representative, the Union President. The Union President shall have the right to attend all hearings. Witnesses will be allowed and statements admitted as evidence. A transcript of the proceedings will be made at the request of either party.

A written decision will be rendered within ten (10) calendar days from the date the Level One hearing is concluded and a copy of the decision shall be furnished to the Local Division of the Union. Failure to render a decision within ten (10) calendar days shall result in a forfeiture of any discipline by the District for the occurrence.

3. Level Two Hearing. Employees dissatisfied with the decision of the Level One hearing officer shall have the right to appeal through their representative to a hearing before a Level Two hearing officer. Appeals provided for in this section shall be filed within fifteen (15) calendar days after the employee received the written Level One hearing decision. Failure of the employee to request a Level Two hearing within fifteen (15) calendar days will constitute forfeiture of any claim.

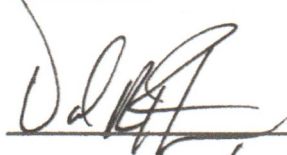
The Level Two hearing will be held as soon as possible and in no event later than fifteen (15) calendar days after receipt of the request made therefore, unless the parties mutually agree that the time herein stated shall be continued. In the case of hearings on

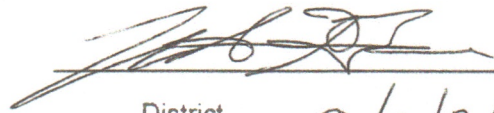
appeal involving discharge ~~removal from service~~, the hearing shall be held within five (5) calendar days after receipt of demand.

The employee shall have the right to present his/her/their case personally, either in writing or by appearance in person, or may have the case presented through the employee's representative, the Union President. The Union President shall have the right to attend all hearings. Witnesses will be allowed and statements admitted as evidence. A transcript of the proceedings will be made at the request of either party.

A written decision will be rendered within ten (10) calendar days from the date the Level Two hearing is concluded and a copy of the decision shall be furnished to the Local Division of the Union. All interested parties will be advised of the decision.

4. If, as a result of the hearing on appeal, the discipline, suspension, or dismissal is found to have been made without sufficient cause, the record of the employee will be cleared and if time has been lost, the employee will be paid for such loss of time in accordance with the amount which would have been received had service not been withheld. If the employee and the Union Representative are not satisfied with the decision of the District regarding the hearing appeal, the matter may be taken to arbitration.


Union
8/14/26


District
9/9/26

District Counter
September 3, 2026

Attachment to Settlement Proposal

ARTICLE 44. ATTENDANCE POLICY

1. Attendance Requirements

A. Excessive absenteeism by bus operators shall subject said operator(s) to disciplinary action.

B. "Excessive absenteeism" for purposes of this Article shall be defined as two (2) ~~or four (4)~~ or more occurrence of absence within any consecutive twelve (12) month period. The twelve (12) month period referred to in this Article shall mean a "rolling" twelve (12) month period; however, occurrences do not roll off when an employee is absent for five or more days. When an employee is absent for five or more days, the employee will return to work after the absence with the same number of occurrences as prior to the absence. The dates occurrences are scheduled to roll off will be extended by the number of days of the absence. For example, if an operator had five months until an occurrence rolled off prior to the leave, the operator will still have five months before the occurrence rolls off when the operator returns from leave. In no circumstances will the roll off period applied to an occurrence upon an operator's return from leave exceed twelve months from the day of return.

~~C. Subject to paragraph D hereof, an "occurrence" of absence means an absence from work or failure to remain at work as scheduled regardless of reason, for any single workday or for any single consecutive series of workdays or any portion of any single workday or days, unless determined otherwise pursuant to the utilization of paragraph B of this Article, provided, however, that in the event the operator clears for work after an occurrence as defined herein and subsequently no shows, the no show shall be considered a separate occurrence.~~

C Subject to Paragraph D of this Article, An "occurrence" of absence means any absence from work, failure to report for work as scheduled, or failure to remain at work as scheduled that results in the operator being placed in an unpaid status. An occurrence may consist of a single workday, any portion of a single workday, or a consecutive series of workdays in unpaid status., ~~unless otherwise determined pursuant to Paragraph B of this Article.~~

An absence covered by available paid leave shall not be considered an occurrence. However, if an operator clears for work following an occurrence and subsequently fails to report for work as scheduled, the no-show shall be considered a separate occurrence if it results in unpaid status.

~~D. — Absence due to job-related injuries or job-related illnesses substantiated by a medical doctor on a form provided by the District or a form with the same information required by the District's form within 24 hours of the return to work shall not be considered as an occurrence of absence for purposes of this Article. Effective January 1 of each calendar year, absences due to non-job-related injuries or illnesses shall not be considered an occurrence of absence up to a maximum of two such occurrences within the calendar year.~~

Unpaid absences from work resulting from ~~vacation, holidays,~~ authorized leaves of absence, ~~(including "personal-excused" and union business),~~ suspensions imposed by the District, jury duty, or mandated Court appearances (with 48 hours' advance notice to the District) will not be considered occurrences under this Article.

~~In the event of a serious illness or injury to the operator requiring the, operator's absence during a future period of time, or a serious illness or injury to the operator's spouse, dependent minor children, or parents requiring the operator's absence during a future period of time, the operator, the Union and the District may agree to a plan for the operator's absence(s) over a specified period of time and if such plan is agreed upon, such absences shall not be subject to the provisions of this Article.~~

~~In the event an operator anticipates a need to be absent from work because of the operator's own serious illness or injury, or to care for the operator's spouse, child, parent, or other family member covered by applicable law, the operator, the Union, and the District may mutually agree upon a written absence plan covering a specified period of time. Absences taken in accordance with the agreed-upon plan shall not be counted as occurrences or otherwise subject the operator to discipline under this Article.~~

~~Nothing in this provision shall limit, waive, delay, or condition an operator's right to use accrued and available paid sick leave for any purpose protected under the California Healthy Workplaces, Healthy Families Act, as amended by Senate Bill 616, including California Labor Code sections 245 through 249, or to take protected leave under the federal Family and Medical Leave Act ("FMLA") or any other applicable federal or state leave law. An operator shall not be required to enter into an absence plan as a condition of exercising any statutory leave right.~~

~~Any absence protected by the Healthy Workplaces Healthy Families Act, the FMLA, or another applicable leave law shall not be counted as an occurrence, considered in the application of progressive discipline, or used as a basis for discipline, discharge, demotion, suspension, retaliation, or any other adverse employment action. Statutory leave may run concurrently with contractual leave only to the extent permitted by law, and the operator shall retain all rights and protections provided by this Agreement and applicable law.~~

~~E. Operators shall be warned orally by a supervisor from the Transportation Office that the employee's absence record reflects excessive absenteeism after the operator has a fourth occurrence of absence in any consecutive twelve (12) month period. This fourth occurrence warning may be issued in writing. Operators will also be given educational materials on the importance of good attendance.~~

D. If an operator has a ~~fifth~~ two (2) occurrences of ~~absence~~ in any consecutive twelve (12) month period, then he/she/they shall be given a written reprimand regarding said excessive absenteeism and will be required to attend an in-person meeting to discuss his/her/their absenteeism.

E. If an operator has a ~~sixth~~ third (3rd) occurrence of absence during any consecutive twelve (12) month period, said operator shall be suspended for a period of five (5) working days. ~~of one (1) working day thirty (30) calendar days.~~

F. If an operator has a ~~seventh~~ fourth (4th) occurrence of absence during any consecutive twelve (12) month period, ~~said operator shall be suspended for a period of five (5) working days~~, the employment record of said operator shall be considered ~~unsatisfactory, and the operator shall be subject to discharge.~~

~~I. If an operator has an eighth occurrence of absence during any consecutive twelve (12) month period, said operator shall be suspended for a period of thirty (30) working days.~~

~~J. If an operator has a ninth occurrence of absence during any consecutive twelve (12) month period, the employment record of said operator shall be considered unsatisfactory and the operator shall be subject to discharge.~~

~~K. Discipline Suspensions and discharges imposed pursuant to the provisions of this Article shall be subject to the grievance procedure contained in subparagraph 2 of this Article.~~

G. Notwithstanding the provisions of this Article, any absence for three (3) consecutive ~~unpaid~~ working days without notifying the District ~~of the reasons for said absence~~ shall be deemed job abandonment and sufficient cause for discharge.

H. Run operators and extra operators will be allowed a day off when requested and contingent upon the needs of the service. Bus Operators should schedule appointments on their days off. However, to enable Bus Operators to attend scheduled medical and legal appointments that cannot be scheduled otherwise, the District will grant partial days of absence, subject to the following:

1) A Bus Operator may use one-half (1/2) of a casual slot.

- 2) The appointment must be scheduled in the p.m. on a Tuesday, Wednesday, or Thursday.
 - 3) The Bus Operator must drive his/her a.m. piece of work on the day of the appointment.
 - 4) The Bus Operator must give 72 hours written notice of the need for time off.
 - 5) Verification of attendance at the appointment will be provided to the District within 24 hours of the visit or on the next scheduled work day.
 - 6) An occurrence will be assessed and the Bus Operator will not be paid if the verification is not received when due or it is incomplete.
 - 7) The employee must use available sick leave, casual vacation or a floating holiday. For medical appointments, the employee must use a half day of sick leave, half casual vacation, or half floating holiday. For non-medical appointments, the employee must use a half day of casual vacation or floating holiday. A Bus Operator cannot use his/her full week vacation allotment for a partial day off.
 - 8) The appropriate paperwork must be completed and submitted to the District before a partial day absence will be granted. A partial day absence cannot be requested or granted verbally.
- I. The District shall notify the employee and the Union in writing within ten (10) calendar days of an occurrence.
 - J. If an employee is absent for five (5) days or more, whether paid or unpaid, he/she/they will be required to apply for leave under the Family Medical Leave Act. This Attendance Policy is to run concurrently with the Family Medical Leave Act Policy of the District. The District's Family Medical Leave Act Policy shall not diminish or lessen any benefit provided for in the Memorandum of Understanding.

2. Appeal of Occurrence

A. Exclusive Procedure: Occurrences based on illness or injury of the employee or the employee's family member are not appealable. An employee who wishes to appeal an occurrence which is based on reasons other than illness or injury of the employee or the employee's family member, except as provided in paragraph 1(D)-above or other discipline imposed under this Article, may do so under the procedures set forth in this Article which shall be the exclusive procedures for the resolution of such claims. ~~Provided, however, that an operator may appeal an occurrence due to a new injury if the injury is substantiated by a medical doctor within 24 hours of the return to work.~~

B. Initiation of Appeal: An employee may appeal an occurrence which is based on reasons other than illness or injury of the employee or the employee's family member, ~~except as provided in paragraph 1(D) above or other attendance discipline~~, by filing with the District within ten (10) calendar days of receipt of notice of the discipline, an appeal which shall briefly set forth in writing the employee's reasons for challenging the discipline. If no appeal is filed, the discipline shall stand.

C. Informal Review: Each week, or as mutually agreed between the parties, a representative of the District and a representative of the Union will meet to review such appeals informally. Any appeals resolved shall be without precedential effect for any case not involving the employee concerned. The District shall notify the employee in writing within ten (10) calendar days the result of the informal review.

D. Expedited Arbitration Panel

1. Agenda: Any appeal not resolved by the informal review shall be automatically placed on the agenda for the next meeting of the Expedited Arbitration Panel provided the decision on informal review is issued at least ten (10) calendar days prior to the meeting of the Expedited Arbitration Panel. All matters so scheduled shall be heard by the Panel unless the Union withdraws the appeal, the District withdraws the discipline, or the parties mutually agree to settle or refer the matter to a later meeting of the Panel.

2. Composition and Meeting of the Panel:

a) The Panel shall consist of the Union President, or designee, the District Bus Transit Manager, or designee, and one mutually agreed-upon neutral

1. The neutral shall serve a term of two (2) years. At the end of a term, the District and the Union may mutually agree to continue the assignment for another year. Such agreement must be in writing. If one or both parties do not agree to another one-year term, they will mutually agree upon a different neutral to serve a two (2) year term. There shall be no limit to the number of terms a particular neutral can serve.

2. In the event the parties cannot mutually agree upon the selection of a neutral, they shall request a list of seven (7) names from the State Mediation and Conciliation Service. The parties shall flip a coin to decide who to 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.

b) The Panel shall meet at least one (1) week after the Union's regular membership meeting and on such other days as necessary to resolve cases on the agenda for that month.

3. Prehearing Submission and Conduct of Hearing:

a) The District and the Union shall each submit two (2) calendar days prior to the hearing a pre-hearing statement to the neutral with a copy to the other party, outlining its position and- appending whatever exhibits it wishes to present. The employee's attendance record during the twelve (12) month period prior to the date of the occurrence being appealed shall stand as previously determined and shall not be subject to further factual dispute.

b) Each party shall have up to one-half (1/2) hour to present its case, including whatever time it wishes to reserve for rebuttal, unless the neutral arbitrator limits or extends the time. The presentation may be made by way of statement by the party's representative, presentation of witnesses or both, but the hearing shall be informal and rules of evidence shall be liberally construed. A transcript shall be prepared only upon request of either party. The party requesting the transcript shall pay the fee for the transcript.

c) Following each case, the Panel shall meet in executive session. If the parties cannot agree, the neutral arbitrator shall determine the award. The award shall be announced orally to the parties, including the employee, and shall be documented in writing at the hearing but shall not include a written opinion. The award shall be final and binding but shall not be used as a precedent in any other case.

d) The fee and expenses of the arbitrator shall be shared equally by the parties. The reimbursement of wages for employees called as witnesses, where loss of wages has been incurred by said employee, shall be paid by the party wishing to present such witness. Witnesses shall be scheduled so as to minimize disruption of District service and/or Union business.

K. Attendance Recognition Program:

Perfect attendance shall not be affected by absence due to: vacation, holiday, jury duty, District and Union business, or funeral leave for parent, spouse, domestic partner, children, and stepchildren only. An operator who is absent due to an excused day off, sick leave, a freebie, workers' compensation leave for a full day, other funeral leave, and unexcused absences will not be considered to have perfect attendance.

L. Each quarter, on a calendar year basis, operators with perfect attendance as defined above will receive \$250. All operators who achieve perfect attendance in a quarter will be eligible for a "drawing" for one single guaranteed floating holiday to be used during the same calendar year earned, or during the following calendar year in the case of the fourth quarter perfect attendance drawing. Only one such holiday will be awarded each quarter. The operator must give at least 48 hours' notice before the day off will be granted. The operator may elect to take a day's pay in lieu of the holiday. Any unused recognition floating holiday will be paid out as any other unused floater.

M. Operators with perfect attendance from January 1 through June 30 and/or July 1 through December 31 of any calendar year will be eligible for an additional incentive drawing for a \$500 cash award. Only one such amount shall be awarded for the affected six-month period.

N. All Operators with perfect attendance for the full calendar year will receive an additional \$1000 cash award and a floating holiday.

District Counter Proposal

September 3, 2026

Settlement Proposal Attachment

ARTICLE 28. SICK LEAVE

~~The purpose of this Article is to provide paid sick leave benefits and protections consistent with the California Healthy Workplaces, Healthy Families Act, including Senate Bill 616, California Labor Code sections 245 through 249, Labor Code sections 230, 233 and 234, and all other applicable federal, state and local laws.~~

1. Employees shall accrue one (1) day of sick leave credit for each month during which the employee is on pay status for at least sixteen (16) days. (Pay status is defined as regular working days, regular days off, paid sick leave and paid vacation.)

2. Sick leave may be accumulated without limitation.

~~3. The District shall not confiscate, cancel or otherwise eliminate accrued sick leave except as expressly authorized by this Agreement and applicable law.~~

~~To be eligible for sick leave benefits, operators must have notified the proper District official of their illness/injury at least 45 minutes prior to the time they were scheduled to report for the first full workday of their assignment. If the employee fails to give proper notice, the absence will be considered a no-call/no-show.~~

4. When an operator is receiving State Disability Insurance for a long-term illness or injury, the operator shall be allowed to use one-half (1/2) day's accrued sick leave for each full workday absent.

5. The District has the legal right to remove a Bus Operator from service with pay to perform a fit for duty evaluation

~~5. Operators may use up to six (6) days accrued sick leave per calendar year for the care of the operator's spouse, domestic partner, parent, or children.~~

6. If the employee fails to give proper notice, the absence will be considered a no-call/no-show. Any operator on sick leave, unexcused absence or leave of absence, wishing to return to work, must notify the Dispatcher by 4:30 p.m. on the day prior to the anticipated return to work, except in cases of TFN hold downs. (See Article 48)

7. The payment of daily sick leave benefits for run operators shall be based upon the operator's regular run pay, including report and turn in time as defined in Article 53 and the daily sick leave benefits for extra board operators shall be paid on the basis of his/her extra board daily average.

8. A. Employees With Less Than 20 Days of Accumulated Sick Leave.

If an employee with less than twenty (20) days of accumulated sick leave is absent due to illness or injury for more than three (3) workdays, the employee must produce a written medical evidence of illness or injury from a medical practitioner upon return to work or within seven calendar days (whether at work or not), whichever is earlier.

Medical evidence for this section shall be defined as a written statement from the employee's medical practitioner stating the employee is ill or injured and under a doctor's care and giving a date which the employee may return to work. If an employee needs additional time off after sick leave is exhausted, he or she must request a Medical Leave of Absence and/or FMLA/CFRA leave. In that case, an additional doctor's note with the information set forth in Section 16.5 is required.

B. Employees With Twenty (20) or More Days of Accumulated Sick Leave.

If an employee with twenty (20) or more days of accumulated sick leave is absent due to illness for more than fifteen (15) workdays, the employee must produce written medical evidence of illness or injury from a medical practitioner on the sixteenth workday missed, whether at work or not.

Medical evidence for purposes of this section shall be defined as a written statement from the employee's medical practitioner stating that the employee is under their care. If an employee needs additional time off after sick leave is exhausted, he or she must request a Medical Leave of Absence and/or FMLA/CFRA leave. In that case, an additional doctor's note with the information set forth in Section 16.5 is required.

~~C. Written medical evidence (i.e. doctors' notes) must be submitted to the Operations Control Center by email or hard copy.~~

~~D. The District, the Union, and the employee may agree in advance to modify the above requirements due to the employee's particular circumstance.~~

~~E. Failure of an employee to comply with these requirements will result in discipline up to and including discharge.~~

~~7. The District has the legal right to remove a Bus Operator from service with pay to perform a fit for duty evaluation.~~

~~8. Whenever possible, an operator will give 45 minutes notice prior to reporting for work that he or she is unable to report because of illness or injury. If the employee fails to give proper notice, the absence will be considered a no-call/no-show. Any operator on sick leave, unexcused absence or leave of absence, wishing to return to work, must notify the Dispatcher by 4:30 p.m. on the day prior to the anticipated return to work, except in cases of TFN hold downs. (See Article 48)~~

9. ~~The payment of daily sick leave benefits for run operators shall be based upon the operator's regular run pay, including report and turn in time as defined in Article 53 and the daily sick leave benefits for extra board operators shall be paid on the basis of his/her extra board daily average.~~

Section 1. Permitted Uses

An employee may use accrued and available paid sick leave upon oral or written request for any purpose permitted by applicable law, including:

- A. The diagnosis, care or treatment of an existing health condition of the employee;
- B. Preventive care for the employee;
- C. The diagnosis, care, treatment or preventive care of an employee's family member;
- D. Purposes related to the employee or the employee's family member being a victim of domestic violence, sexual assault, stalking or another qualifying act of violence;
- E. Jury duty or appearing in court in compliance with a subpoena or court order;
- F. Any additional purpose authorized by California Labor Code sections 230, 233, 246.5 or other applicable law, as those laws may be amended.
- G. Bereavement leave in accordance with Article 33.

For purposes of this Article, "family member" includes a child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling or one designated person identified by the employee. The District may limit an employee to one designated person during each twelve-month period only to the extent permitted by law.

Section 2. Notice of Absence

When the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notice. When the need is unforeseeable, the employee shall provide notice as soon as practicable under the circumstances.

Employees should ~~make a reasonable every effort~~ to notify the District at least forty-five (45) minutes before their scheduled report time. ~~when practicable~~. Failure to provide forty-five (45) minutes' notice shall not, by itself, result in denial of paid sick leave, loss of pay, an attendance occurrence or discipline when advance notice was not practicable; however, discipline up to and including termination may result for (1) failure to provide at least forty-five (45) minutes' notice when the employee is able to do so and/or (2) repeated failures to call in at least forty-five (45) minutes prior to the start time.

Failure to provide at least forty (45) minutes' notice prior to the start time when the employee has no accrued sick time is considered in occurrence under Article [X], resulting in discipline in accordance with that Article.

Notice may be provided orally or in writing through any reasonable District reporting procedure.

Section 3. Medical Verification

Paid sick leave shall be provided ~~immediately~~ upon the employee's oral or written request and shall not ordinarily be conditioned upon the employee providing a doctor's note, medical certification, diagnosis or other confidential medical information.

The District shall not deny paid sick leave solely because an employee has not provided medical certification.

Nothing in this Section prohibits the District from requesting reasonable verification when permitted by law and when the District possesses ~~specific, objective information establishing a~~ has a reasonable basis to believe that the leave was not requested for an authorized purpose.

~~Any medical or other confidential information received by the District shall be maintained separately from the employee's personnel file and shall remain confidential to the fullest extent permitted by law.~~

Medical evidence for purposes of this section shall be defined as a written statement from the employee's medical practitioner stating that the employee is under their care. ~~Employees absent for five days or more will be required to apply for FMLA/CFRA Leave. for If an employee needs additional time off after sick leave is exhausted, he or she must request a a Medical Leave of Absence and/or FMLA/CFRA leave. In that case, an additional doctor's note with the information set forth in Section 16.5 is required.~~

~~When the District receives information indicating that an employee's absence may qualify under the FMLA, CFRA or another protected leave law, the District shall timely provide the employee with all required eligibility, rights and responsibilities, certification and designation notices. The employee shall timely cooperate with reasonable certification requirements permitted by law.~~

- A. Written medical evidence (i.e. doctors' notes) must be submitted to the Operations Control Center by email or hard copy.
- B. The District, the Union, and the employee may agree in advance to modify the above requirements due to the employee's particular circumstance.

C. Failure of an employee to comply with these requirements will result in discipline up to and including discharge.

~~The rights provided by this Article are minimum protections and shall not reduce, replace, waive or otherwise adversely affect any greater sick leave accrual, benefit, past practice or protection provided under this Agreement, District policy or applicable law.~~

10. Operators employed by the District as operators on or before January 1, 1990 shall, upon resignation or termination of employment or upon retirement or death be paid for all unused sick leave on the basis of fifty percent (50%) of the remaining accrued sick leave time; provided, however, that the said accrued sick leave time for which payment will be made shall not exceed one hundred and eight (108) days.

11. Operators hired after January 1, 1990 shall, upon retirement or death be paid for all unused sick leave on the basis of fifty percent (50%) of the remaining accrued sick leave time; provided, however, that said accrued sick leave time for which payment will be made shall not exceed one hundred and eight (108) days.

12. Operators with accumulated sick leave benefits in excess of seventy-five (75) days, may convert sick leave benefits to the District's deferred compensation plan (457 Plan), subject to applicable IRS regulations, as follows:

A. sick leave benefits in excess of seventy-five (75) days and up to one hundred eight (108) days may be paid to the District's deferred compensation plan on behalf of the Operator at fifty percent (50%) of current value;

B. sick leave benefits in excess of one hundred eight (108) days may be paid to the District's deferred compensation plan on behalf of the Operator at seventy-five percent (75%) of current value.

Operators may elect to convert sick leave benefits to a deferred compensation plan during the period of March 1 through March 31 each year.