

**MEMORANDUM OF UNDERSTANDING**

**between**

**GOLDEN GATE BRIDGE, HIGHWAY & TRANSPORTATION DISTRICT**

**BUS TRANSIT DIVISION**

**and**

**AMALGAMATED TRANSIT UNION, LOCAL DIVISION #1575**

**Bus Operators**

**For the Term of May 11, 2023 Through August 31, 2025**

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APPENDIX A - Second Addendum to The Golden Gate Bridge, Highway and Transportation  
District's ("the District") and the Amalgamated Transit Union Local #1575's  
("the ATU") Tentative Agreement, dated March 18, 2020

**MEMORANDUM OF UNDERSTANDING**

**between**

**GOLDEN GATE BRIDGE, HIGHWAY & TRANSPORTATION DISTRICT  
BUS TRANSIT DIVISION**

**and**

**AMALGAMATED TRANSIT UNION, LOCAL DIVISION #1575**

**Bus Operators**

**For the Term of May 11, 2023 Through August 31, 2025**

**MEMORANDUM OF AGREEMENT**

This Agreement is entered into the 11th day of May, 2023 by and between the Golden Gate Bridge, Highway and Transportation District, Bus Transit Division, its successors and assignees, hereinafter called the “District” and Amalgamated Transit Union, AFL-CIO, Local Division #1575, hereinafter referred to as the “Union.”

**DEFINITIONS**

Definitions of terms applicable throughout the Memorandum of Agreement are as follows:

1. The term “party” shall refer to either the Union or the affected employee or the District, as appropriate.
2. The term “parties” shall refer to the District and the Union or the affected employee, as appropriate.
3. The term “designated hearing official” shall mean the representative of the District who has been designated by the District to preside at and render a decision upon any hearing or appeal hearing
4. The term “grievance” shall mean a written complaint by an employee, group of employees, the Union or the District concerning the interpretation, application or noncompliance with the provisions of this Memorandum of Agreement.
5. The term “employee” or “employees” shall mean persons employed by the District in the bus operator employee unit.
6. This Memorandum of Agreement is intended by all parties to comply with the Meyers-Milias-Brown Act concerning Memoranda of Understanding.

**ARTICLE 1. UNION SECURITY**

1. The Union will be granted permission by the District to have the regular dues of its member employees deducted from their paychecks, in accordance with the procedures prescribed by the District. Dues deduction shall be for a specified amount and shall be made only upon the

voluntary written authorization of the Union member, which authorization meets all of the requirements for the assignment of wages as set forth in Section 300 of the California Labor Code. Dues deduction authorization may be revoked and the dues check-off payroll discontinued at any time by the Union member upon voluntary written notice to the District.

2. The member employee's earnings must be regularly sufficient after legal and required deductions are made to cover the amounts of the dues check off authorized. In the case of a member employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the whole withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.

3. Dues and other monies withheld by the District shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified.

4. The Union shall indemnify, hold harmless, and defend the District against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the District's compliance with this Section. The Union shall be responsible for the defense of any claim within this provision, subject to the following: (i) the District shall promptly give written notice of any claim to the Union, (ii) the District shall provide any assistance that the Union may reasonably request for the defense of the claim; and (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that the District shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the District in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the District, or agreeing to any injunctive relief or consent decree being entered against the District, without the consent of the District. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this section brought by the Union against the District.

5. The Union shall provide the District with a current statement of membership fees. Such statement of membership fees shall be amended as necessary. The District may take up to thirty (30) days to implement such changes. Effective the second complete pay period commencing after the election or request and each pay period thereafter, the District shall make membership fee or other fee deductions, as appropriate, from the regular periodic payroll warrant of each District employee, and each pay period thereafter, the District shall make membership fee or other fee deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days following payday the District will promptly pay over to the Union all sums withheld for membership or other service fees.

6. Neither the Union nor the member employees shall be charged a service fee for the deduction of regular Union dues as hereinabove provided for.

## **ARTICLE 2. DISCRIMINATION**

1. Both the District and the Union agree that all qualified applicants will receive consideration for employment and Union membership without regard to race, creed, ancestry, color, age, sex, gender, sexual orientation, or national origin.
2. All employees of the District, as defined above, shall have the right to become and remain members of the Union during the period of this Memorandum of Agreement.
3. The District reserves the right in its sole opinion to reject persons for employment it deems unsatisfactory for service by reason of lack of expertise, background or experience.

## **ARTICLE 3. CREDIT UNION**

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.

## **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.

## **ARTICLE 5. EMPLOYEE BENEFIT COVERAGE**

All employees shall continue to be covered by Social Security, Workers' Compensation, State Disability (or other Disability Income Plan) and Unemployment Compensation.

## **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 or her. No discipline by suspension shall be administered to any employee which shall permanently impair seniority rights.
2. The District agrees that, in the event of the breach of rules or regulations on the part of the employee, the District will 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 will be sent to the Local Division of the Union. Failure of the District to send such 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. Except in cases 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 or her duly authorized Union Representative, on his or her 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.

5. 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 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. 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.
- 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.

#### **ARTICLE 8. HEARINGS ON APPEAL**

1. Employees dissatisfied with the decision of the District's Supervisory Officer, rendered as a result of a hearing held in accordance with Article 6 or Article 7, shall have the right to appeal through their representative to the Bus Transit Manager or his duly authorized representative. Appeals provided for in this section for a cause specified in Article 7.1(B) or (D) shall be filed within fifteen (15) calendar days after the employee is notified of the decision on the hearing. Appeals provided for in this section for a cause specified in Article 7.1(A), (C), (E), (F), or (G) shall be filed within seven (7) calendar days after the employee is notified of the decision on the hearing. Appeals provided for in this section for a cause specified in Article 7.1(H) shall be filed within seven (7) calendar days after the employee is notified of the decision on the hearing. Employees shall have the right to elect to present their case on appeal in writing for a decision or by appearing through their representative. Witnesses will be allowed and statements admitted as evidence. Hearings on appeal shall be held within fifteen (15) calendar days after receipt of demand, unless such hearings on appeal are continued through mutual consent.

2. In the case of hearings on appeal involving removal from service, the hearing shall be held within five (5) calendar days after receipt of demand. A transcript of the proceedings will be made at the request of either party.

3. A decision on a hearing on appeal shall be rendered in writing within ten (10) calendar days after the conclusion of the hearing, except in the case of hearings on appeal involving dismissal or removal from service, which will be rendered within five (5) calendar days after the conclusion of the hearing. 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.

## **ARTICLE 9. GRIEVANCES**

1. A grievance must be presented in writing to the other party within forty-five (45) calendar days from the date of knowledge of the facts upon which the grievance is based by the party submitting the grievance.

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 the Transportation Manager or the Superintendent of Transportation. After submission of a grievance, as set forth above, the parties shall meet promptly, 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 first level hearing may be waived by mutual consent.

4. At the completion of the 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 the 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, they shall have the right to appeal through the Union President, to the Bus Transit Manager or the Bus Transit 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 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.

## **ARTICLE 10. ARBITRATION**

1. The District agrees to meet with the duly accredited officers of the Union on all questions relating to interpretations or application of the provisions of this Agreement pertaining to disputes over the discipline, suspension, discharge or payment of any employees in accord with this Memorandum. Should any differences arise between them which cannot be mutually adjusted, the same shall be submitted at the written request of either party to a Board of Arbitration, except for a case where an employee has been convicted by a judicial body of operating a District vehicle while under the influence of alcohol and/or drugs.

2. The Board of Arbitration is to be selected forthwith in the following manner: the party desiring arbitration shall give notice of a desire to invoke the arbitration process within fifteen (15) calendar days after the completion of the grievance or hearing procedure set forth above. In the event that more than one grievance or dispute subject to arbitration is then pending, the same arbitration tribunal may hear and determine both disputes in the same proceeding. The Board of Arbitration shall consist of one representative of the Union, one representative of the

District, and they shall jointly select a third arbitrator who shall be able to hear such dispute within a reasonable period of time after the request for arbitration. If they are unable to agree upon a third arbitrator they shall request a list of seven (7) arbitrators from the State Conciliation Service of arbitrators experienced in transit arbitrations in the San Francisco Bay Area, and shall select, by a striking process, from such list, the third arbitrator. The decision of any two of the three arbitrators on any dispute shall be final and binding. The expense of such arbitration shall be jointly paid by the Union and the District.

3. The arbitrator shall be requested to expedite his decision, as the parties normally expect a decision to be issued within thirty (30) calendar days after conclusion of the hearing. No arbitrator shall have the power to change, modify or amend any provision of this Memorandum of Agreement. At the request of either party a record of the arbitration proceedings shall be made at the expense of the party making such request. Upon agreement of the Union and the District, a stenographic report and transcript of the proceedings shall be made.

#### **ARTICLE 11. NO SHOWS**

For purposes of Article 44 of this MOU, a “No Show” shall be defined as follows:

1. An operator will be charged with a no show for failure to report for duty fifteen (15) minutes prior to the initial out time of the day’s assignment.

2. An operator will be charged with a no show for failure to notify the dispatcher at least forty-five (45) minutes before the initial report time of the day’s assignment of inability to report to work.

3. An operator will be charged with a no show for failing to report for any subsequent portion of the run after the initial assignment time; provided however, that an operator shall not be charged with more than one (1) no show in any one (1) working day.

4. An operator who no shows and is subsequently assigned and accepts work on that same day will be guaranteed a minimum of four (4) hours pay.

5. Notwithstanding the foregoing, if an operator charged with a no show subsequently is assigned work on the day of the no show and actually works more than four (4) hours on said day the no show charged shall be removed.

#### **ARTICLE 12. MISCELLANEOUS DISPUTES**

With respect to disputes not covered by arbitration, the following procedures will apply:

1. The Union will furnish the District with a statement of the dispute in writing.

2. The District will respond to the Union within fifteen (15) calendar days in writing.

3. If the matter is not resolved, the Union may request and the District shall hold a meeting with the Union within ten (10) calendar days after said request.

4. If the matter is not resolved within fifteen (15) calendar days after submission by the Union, either party may submit the matter to the attorney for the Union and the attorney for the District for determination of the issue or recommendation for arbitration.

### **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.

### **ARTICLE 14. MEDICAL ARBITRATION**

Any employee protesting removal from service because of an order of the District's physician, may present the case for review, accompanied by a medical report from a licensed physician of the employee's own choosing. The District, upon receipt of this report, shall either affirm the opinion of the physician chosen by the District, or may modify its previous determination that the employee should be removed from service. In the event the District chooses to affirm the opinion of the District's physician and the opinion of the District's physician is in conflict with the opinion of the employee's physician, the parties shall jointly select a physician whose practice is in the specialty treating the particular infirmity precluding continued employment. If the parties are unable to agree upon a doctor; the parties shall meet and designate a doctor with the particular specialty required. The physician selected to review the case shall be authorized by the parties to examine any medical records of the employee that the physician deems necessary in order to make a fair review. The District, the Union and the parties shall provide the physician selected for review with any information deemed necessary by the physician relating to the nature of the employee's assigned duties.

### **ARTICLE 15. INFORMATION TO BE FURNISHED TO THE PARTIES**

1. The District shall forward to the Union each month the names of all employees of the District, as defined above, entering or leaving its employ, together with the designation of the department, division, or work unit to which such employees are or were assigned, noting such employees who are leaving or returning from military service. Upon any permanent transfer of an employee from one department to another, the District shall notify the Union thereof.

2. The District will furnish to the Union a seniority list for all employees covered in this Memorandum of Agreement.

3. The District will furnish to the Union the name and position of District administrative personnel with whom the Union is to transact business under the terms of this Memorandum of Agreement and any permanent changes that may occur.

4. The Union will furnish to the District the names and positions of Union personnel and officials with whom the District is to transact business under the terms of this Memorandum of Agreement and any permanent changes that may occur.

5. The District will furnish to the Union a copy of the daily dispatch log. All Union Stewards will be granted access to all dispatching and division payroll records, and the District will cooperate with the Steward in supplying information about specific dispatching assignments.

6. The Union Officers, or their designated alternates, 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 employees.

#### **ARTICLE 16. LEAVE OF ABSENCE, DISABILITY, LAYOFF**

1. An employee who has completed his or her probationary period shall be granted leave of absence with accrual of seniority for the following reasons:

A. Service on business of the Union or its international organization or if elected or appointed to a full-time public office. Such leave of absence shall not be restricted as to time.

B. An employee who leaves a permanent position and performs military service in the Armed Forces of the United States of America upon return with an honorable discharge will be entitled to be restored to original position with status, seniority and pay as if the employee has never left. Such leave of absence shall be not more than five (5) years in length. The employee must apply for reinstatement within ninety (90) days after discharge.

2. When operating conditions permit, employees covered by this Agreement may be granted leaves of absence without pay, when approved by the District and the Union. Employees may be granted leaves of absence without pay limited to one hundred thirty-five (135) calendar days (in Leap Year, one hundred thirty-six (136) days in any calendar year) without loss of seniority. Except in emergency situations, applications for leaves of absence shall be made to the District and the Union at least fifteen (15) calendar days prior to anticipated commencement of such leave.

3. Any employee who fails to return to work upon completion of leave of absence shall be considered to have terminated his or her employment with the District, unless special provisions are made beforehand by the proper officials of the District and agreed to by the Union for an employee's failure to report to work upon expiration of his or her leave.

4. Employees covered by this Agreement shall be entitled to military leave without loss of pay or benefits as provided hereinafter. For purposes of explanation, this provision shall apply to employees who are members of a U.S. military reserve organization and who are ordered to active duty for a period of time required by said organization. The period of time during which the District shall compensate the employee shall not exceed the normal workdays in a thirty (30) day period annually. While on said active duty the fringe benefits of said employee shall continue.

5. Leaves of absence due to sickness or disability will be provided in accordance with federal and state law. Medical leaves of absence shall commence only after the employee has exhausted all his or her accumulated sick leave. Before a Medical Leave of Absence is granted, employees must provide a written note from their treating physician that contains sufficient information as to the employee's functional limitations to allow the District to determine whether



the Operator can be accommodated on the job or if a MLOA is needed. This does not require the Operator to reveal the underlying illness or injury but the note must contain information about the activities the Operator can or cannot do because of the illness or injury. The note also must contain information on the probable duration of the condition. If the Operator cannot be accommodated on the job, the MLOA will be provided. The Operator must submit an updated written doctor's note every 30 days. The District may request a Fitness for Duty upon release to return to work. Alternatively, Operators may apply for FMLA/CFRA according to District policy. All MLOAs run concurrently with unpaid FMLA/CFRA leave. Employees who fail to comply with this provision will be subject to discipline including discharge.

6. Seniority of employees on leave of absence due to sickness or disability as described above will not be affected. Employees who fail to return to duty on or before the last day of the maximum allowed leave of absence will be terminated. During such medical leaves of absence the District shall only be obligated to maintain the employees' health and welfare benefits for a period of nine (9) months. An employee who is on sick leave or disability leave and returns to work for a period of less than one hundred and twenty (120) ) calendar days and then goes back on sick leave or disability leave shall be considered as not having broken the leave period from which he or she presently returned.

In the event an employee becomes eligible for and participates in a vocational rehabilitation program for employment other than as a bus operator pursuant to the California Workers Compensation law, the employee's leave of absence will expire and the employee's employment as a bus operator will be terminated. Such employee shall not be eligible for preferential rehire pursuant to paragraph 6 unless such employee has 10 or more years of service and has been receiving disability benefits pursuant to the ATU Pension Trust Fund. In order to be eligible for preferential rehire, such employee shall be subject to a complete medical examination by a physician designated by the District and shall agree to the release of records to the District and the District's physician relating to the disability, including all medical records which were the basis for the disability retirement, all related Workers' Compensation records, all medical records as deemed relevant by the examining physician since the date of disability retirement, and all records of earnings provided by the employee while receiving disability retirement benefits.

7. An employee who has been terminated pursuant to the provisions of paragraph 5 above will be given preference for hire in the event he or she is subsequently released medically and qualified for duty as an operator during the following period of time:

A. For an employee with less than three (3) years of service, a period equal to the employee's leave of absence which preceded the termination of employment;

B. For an employee with more than three (3) years of service, a period of three (3) years from the termination of employment;

C. For an employee with over ten (10) years of service who has qualified for disability retirement under the provisions of the Golden Gate Transit Amalgamated Retirement Plan, no limitation of time if the employee has been found to be no longer disabled by the Retirement Plan.

In the event the employee is subsequently released medically and qualified for duty as an operator, he or she will be placed on a standby list and hired in preference to new applicants. The employee will be entered in the first training class and will receive the training rate of pay while training. If no training program will commence within ninety (90) days of clearance by the District's physician, the District will commence a training program for the employee within ninety (90) days of clearance by the District's physician. Upon completion of the training class, the employee will be on probation for ninety (90) days. The employee may file a grievance within fifteen (15) calendar days which is subject to Article 10 regarding either the failure to complete the training class successfully or the termination of employment during the ninety (90) day probation period. Upon return to duty, the employee will receive the wage rate of a regular full-time employee at 100% and will recapture all seniority accrued at the time of termination, and all service benefits commensurate with the seniority accrued at the time of termination.

8. This Article does not limit or amend the disability retirement provisions of the Golden Gate Transit Amalgamated Retirement Plan.

9. 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, 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.

10. In the event of a reduction of employees said reduction will be first by volunteers, and in the event of no volunteers, such reduction shall be by inverse seniority. Employees furloughed on account of reduction in forces will be privileged to work elsewhere and retain their seniority. They must maintain on record with the District their correct mailing address. Employees will be called back to the service in their seniority order according to the following procedure:

The District will advise each employee to be recalled by certified United States Mail, return receipt requested; a copy of such recall notice will be furnished to the Union. An employee receiving notice of recall will immediately acknowledge receipt of same by Certified United States Mail, return receipt requested, which date will be within ten (10) calendar days of the postmark of the recall notice. Employees having other employment, being recalled for periods of sixty (60) days or less, will be given permission to reject same without loss of seniority. Furloughed employees failing to comply with these regulations will forfeit seniority rights and will no longer be considered employees of the District. Employees recalled from furloughs will report for duty at the San Rafael Bus Transit Headquarters on the date specified in the District's notice, unless excused.



11. The District agrees that two (2) full-time operators may be temporarily transferred to part-time operator positions during each District sign-up as follows:

- A. The request must be submitted no sooner than thirty (30) days prior to the first (1st) day of bidding and no later than two (2) weeks before the first day of bidding for a District sign-up;
- B. Selection for temporary transfer to a part-time operator position shall be by seniority;
- C. The duration of the part-time operator assignment will be either one (1) sign-up or two (2) consecutive sign-ups;
- D. During the assignment as a part-time operator, the operator will maintain and accrue seniority as a full-time operator but will otherwise be considered to be on leave of absence as a full-time operator;
- E. Operators will be placed in seniority at the bottom of the part-time seniority roster;
- F. The operator will only receive benefits to which a part-time operator is entitled;
- G. Operators who elect to temporarily transfer to part-time operator status will not receive service pension credits for any full month on part-time operator status;
- H. The operator will be paid the applicable wage rate based upon length of service as a District bus operator;
- I. The District may allow a third (3rd) full-time operator to transfer to a part-time operator position for any District sign-up;
- J. Full-time operators who are temporarily assigned to part-time positions will not be counted for the purpose of computing the number of part-time operators that may be employed by the District pursuant to Article 46;
- K. A full-time operator will not be eligible to reapply for transfer to a temporary part-time operator position during the twenty-four (24) month period following completion of a temporary part-time operator assignment.

**ARTICLE 17. SANITARY FACILITIES TO BE FURNISHED BY THE DISTRICT**

Suitable sanitary facilities shall be provided and an opportunity afforded for use of same. These facilities shall be kept in a clean and sanitary condition by the District. Bulletins shall be posted by the District, giving the locations of such facilities. All offices and booths of offices of miscellaneous employees shall be kept in clean and sanitary condition by the District.

## **ARTICLE 18. DRIVERS' ROOMS - EQUIPMENT - BULLETIN BOARDS**

1. Bulletin boards shall be provided at each Division Headquarters for the use of the Union in posting notices of meetings or other business pertaining to the 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 to be authenticated by the signature of a duly authorized representative of the Union.

2. Drivers' rooms shall be provided and furnished with sufficient lockers, tables, benches or chairs and suitable facilities shall be provided for making out reports.

3. Equipment shall leave Division Headquarters cleaned and in proper working condition. Operators shall not be expected to do repair work except in cases of emergency.

## **ARTICLE 19. MANNING OF MOTOR COACHES**

All motor coaches, except wrecking equipment, operated or leased by the District shall be driven by operators employed by the District, when used in revenue service.

## **ARTICLE 20. LOST PROPERTY**

1. All lost property found by or given to employees will be turned in to the District not later than the following workday by depositing it at Bus Transit Headquarters; by turning property over to a Supervisor, or to relief operator for transmittal to Bus Transit Headquarters.

2. The District agrees to furnish any information to the employees finding lost property as to the final disposition, upon request of the employee.

## **ARTICLE 21. SENIORITY**

1. All lines and routes owned and operated by the District and covered by this Agreement shall constitute a single seniority roster, on which all operators shall acquire seniority.

2. Seniority rosters of the employees covered by this Agreement shall be posted on bulletin boards to which employees will have access at all times. All questions of seniority shall be determined by the Union.

3. Seniority shall prevail in the selection of runs and extra board positions, hold downs, days off, and vacations. Reduction of forces shall be according to inverse seniority.

4. Current seniority rosters will be posted five (5) days prior to the advertising of runs and extra board positions on all District Seniority Sign-Ups. The District shall furnish the Union copies of all seniority rosters.

5. All employees hired after the effective date of this Memorandum of Understanding will be on probation for a period of one hundred twenty (120) calendar days. Employees will establish seniority on the date they receive their first assignment listed on the work detail sheet, days off shall be considered an assignment.

6. In those cases where several employees may be hired on the same date, placement on the seniority roster shall be on the basis of age, with the oldest being given the highest place on the roster and the others following in sequence based on age. Operators being promoted from part-time to full-time on the same day shall be placed on the full-time seniority roster in the same order as they appear on the part-time seniority roster.

7. Equal consideration will be given to members of the Union in promotions or assignments for employees to supervisory positions or to other positions considered in the line of promotion.

8. Employees accepting official positions with the District will retain, but will not accumulate, seniority with the District, effective June 1, 1976.

9. Nothing herein shall preclude the changing of seniority provisions, provided such change or changes are mutually agreed upon between the District and the Union.

10. Bus Operators on extended leave for six (6) consecutive months 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.

## **ARTICLE 22. LECTURES, ETC.**

1. Operators may be assigned to a scheduled re-training program on paid time during the operator's regular working hours. The time of the operator's attendance in said program shall be scheduled by the District.

2. The operator will be given a forty-eight (48) hour notice prior to the retraining session. The total amount of re-training per employee shall not exceed eight (8) hours during any calendar year; provided however, that an operator who is being disciplined, may be required to attend training sessions exceeding eight (8) hours in a calendar year.

3. The District and the Union will meet and confer to develop a Mentoring Program. It is the intent of the parties to develop a detailed outline for the program and prepare a Request for Proposal for a consultant by October 31, 2015. Additionally, outside funding will be sought to support the cost of the program. Bus Operator mentors will be selected by mutual agreement.

## **ARTICLE 23. FREE TRANSPORTATION**

1. The District will grant free transportation only over its Bus Transit lines to all Bus Transit employees, their spouses and dependent children. Retirees and their spouses will be provided free transportation over the Bus Transit lines of the District.

2. All newly hired employees will be allowed free transportation over/on the District's Bridge, Bus and Ferry operations only.

3. Misuse of the Employee Pass can result in discipline to the employee up to and including dismissal.

#### **ARTICLE 24. WORKERS' COMPENSATION**

1. Any employee injured on the job, when such injury is certified by the Department Head or authorized District employee, shall receive the regular rate of pay for the regularly assigned hours for the day of injury. An operator shall be allowed to use one half day's accrued sick leave for each full workday absent from work because of the on-the-job injury. The payment of sick leave benefits shall be as provided in Article 28, paragraph 3 and paragraph 9. Industrial injuries must be reported within twenty-four (24) hours of occurrence.

2. Employees at work who are required to take medical treatment or medical evaluations during regular working hours (in industrial injury compensation cases only), shall be allowed time off duty without loss of pay subject to the following conditions:

A. If, within the first two weeks of returning to duty, medical treatment or evaluation is scheduled by the employee or the District, the employee shall suffer no loss of pay. The employee is entitled to pay pursuant to this subsection a maximum of one time every twelve (12) months.

B. The District has the right to require operators returning from injury to perform a Functional Capacity Exam upon returning to work with restrictions. Any subsequent medical treatments or evaluations scheduled by the District will result in no loss of pay to the employee.

C. If, after the first two weeks of return to work, further medical treatment is prescribed by or required by the employee's doctor and the medical treatment is scheduled during report or turn-in time, platform time, travel time, between time or point time, said employee will only be paid for the amount of time that he/she worked that day.

3. The District and the Union will meet and confer to establish an alternative dispute resolution (ADR) process for Bus Operators in the workers' compensation system. It is the intent of the parties to assist Bus Operators to help them obtain timely services under the system, and to resolve disputed claims. A committee comprised of Union officials and District management will work together to establish a program.

4. The District has established a Structured Return-to-Work (SRTW) program.

A. The District will assign the temporary work to be performed during the SRTW program. The District and the Union will meet to discuss the scope of work which may be performed by Bus Operators who are participating in the program. It is recognized duties may vary based on the medical/physical restrictions placed upon an employee by the treating physician.

B. The Run Operators will be paid their run pay based upon the Run Operator's run on the last day worked before the commencement of the workers' compensation leave. Extra Board Operators will be paid based upon their Extra Board average pay as of the last day worked before commencement of the workers' compensation leave.

C. The District and the Union further agree to meet and confer to expand the Structured Return-to-Work (SRTW) program.

5. The District and the Union share a common goal to reduce the costs of the District's Workers' Compensation Program. It is anticipated that the implementation of the ADR process and the implementation of the SRTW program will result in lower workers' compensation expenses.

Over the last five fiscal years (2009/10, 2010/11, 2011/12, 2012/13 and 2013/14), the average of the Workers' Compensation Third Party Administrator's check registry for checks paid during the fiscal year was \$815,000 per year. At the conclusion of each fiscal year where the Workers' Compensation Third Party Administrator's check registry for checks paid during the previous fiscal year is less than \$580,000, the District will pay a \$500 bonus to Bus Operators. The amount a Bus Operator receives will be calculated on the same basis used to prorate the uniform allowance and vacation accrued.

**ARTICLE 25. ABUSE OF LEAVE (Workers' Compensation, Sick Leave, Medical Leave of Absence)**

An employee will be subject to discipline, including discharge, under Article 6 of this Agreement, if the employee:

1. abuses the use of leave for a claimed injury on the job; or
2. submits a fraudulent or otherwise improper claim for Workers' Compensation benefits, sick leave benefits, or medical leave of absence benefits; or
3. fails to immediately notify the District if the employee is receiving, or is entitled to receive, pay for work done for another employer or in any self-employment while the employee is absent from work as a driver due to a work-related injury or illness or while receiving sick leave benefits or while on medical leave of absence.

**ARTICLE 26. LOSS OF EMPLOYEE PROPERTY**

The loss of any employee's property resulting from a hold-up, robbery, accident, violence or riot, or theft of property on a District bus which is substantiated by a police report, which occurs while the employee is on duty, shall be reimbursed by the District. Such reimbursement shall be paid upon submission of replacement receipt, or laundry or dry cleaning expense. Property shall mean: regulation watch (not to exceed \$100 in value), prescription eyeglasses, regulation uniform at District cost; or other personal property (not to exceed \$100.00 in any calendar year) and any other equipment issued by the District in the performance of the employee's duties shall be replaced.

## **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.

## **ARTICLE 28. SICK LEAVE**

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. 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. 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. 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.

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.

### **ARTICLE 29. JURY DUTY**

1. Any operator, upon notification to report to serve on jury duty, jury panel or jury test, shall notify the Dispatcher immediately. In such event employees so used, and who submit proof of report for same, will be allowed the difference in compensation they would have earned had they remained on their assignment and the daily amount paid for jury duty, with the exception that extra board operators, when so used, shall be paid their extra board average.

2. The provisions of paragraph 1 shall exclude payment to an employee for service on a grand jury unless it is involuntary.

### **ARTICLE 30. DISTRICT MANDATED APPEARANCES AND SUBPOENAS**

Employees who witness but are not involved in an accident while on duty and as a result are required to make a report of same to the District, and who, at the direction of the District are required to attend court, an inquest or an investigation called by the employer's attorney, or employees who are subpoenaed and are required to attend court or an inquest as a result of an action arising out of carrying out the specific orders of the District, shall be paid on the following basis:

1. The employee shall suffer no loss of pay and shall receive reimbursement for any expenses incurred while making such appearance. Provided, however, that employees will not be required to report for duty for any portion of their assignments on the day of making such appearance when it occurs during their assignments. If an employee would not be able to get reasonable rest before the start of the assignment, he or she will not be required to report for such assignment. The reverse shall apply where the employee, by working his or her assignment, would not receive reasonable rest before the required appearance in court. If, however, the employee is already on assignment at the time of notice to appear, he or she shall continue with the assignment. Extra operators shall receive the amount of pay they would have earned on any work they would have been entitled to during the day or days they were attending court or inquest which in no event shall be less than eight (8) hours at their applicable rate of pay for such day or days of attendance.



2. When such service is required of employees on their regular assigned days off, operators shall be paid at their hourly rate for hours so used with a minimum of eight (8) hours, or their daily minimum rate, whichever is greater. Extra operators shall be credited a day's work for each day in such service for the purpose of establishing overtime days where applicable.

3. When court, inquest or investigation is held at a point other than the employee's home terminal, transportation and reasonable expenses shall be provided. Witness fees will be returned to the District.

4. If the above occurs while the employee is on vacation, this will be in addition to vacation pay.

5. There will be no loss of pay for employees required to report to the Claims Department or required to report on other business of the District.

### **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.

## **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 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.

2. Employees will be allowed to take their birthday off as a paid holiday if they so desire, provided that forty-eight (48) hours' notice is given to the proper District officials.

3. New full-time employees in their first calendar year shall receive one (1) floating holiday between January 1 and April 30; one (1) floating holiday between May 1 and August 31; and one (1) floating holiday between September 1 and December 31; provided, however, that full-time employees hired after November 30 shall not receive a floating holiday that calendar year. Probationary employees may not use more than one (1) floating holiday during the probation period. There shall be no payout for unused floating holidays if employment terminates prior to successful completion of the probation period. Employees in their second calendar year will be granted three (3) floating holidays which they may use at their discretion provided that twenty-four (24) hours' notice is given to cover their assignment.

4. Employees may select Floating Holidays in the following manner:

A. Notify a Dispatcher at Division One on the form provided, no later than twenty-four (24) hours in advance. The Notification Form will be time/date stamped and a duplicate returned to the employee. In cases of identical times of submission, seniority will prevail in the award of the Floating Holiday. The number of employees on Floating Holiday shall be governed by needs of service. Floating holiday and causal vacation day vacancies for purposes of bidding shall be posted by the district every Monday no later than twelve (12) noon or, if Monday is a holiday, by the next business day.

B. In conjunction with the casual vacation bid due by the third (3rd) Thursday of December, and on same District-provided form, employees may select one (1) Floating Holiday or Floating Holiday plus one (1) casual vacation day.

Employees unable to take Floating Holidays in the year earned will receive cash payments for those days in the second pay period of February.

5. In the event a holiday falls on a driver's day off and the driver is required to report to work, compensation will be paid in the following manner:

An extra board operator working his or her day off on a holiday shall be paid as follows:

- A. Their board average shall be paid as holiday pay.
- B. They shall be paid time and one-half (1-1/2) for actual time worked with a minimum equal to twelve (12) hours at straight time.

Run operators working their day off on a holiday shall be paid as follows:

- A. Their run pay shall be paid as holiday pay.
- B. They shall be paid time and one-half (1-1/2) for actual time worked with a minimum equal to twelve (12) hours at straight time.

6. In the event operators are not on assigned days off and do work they will be paid extra board average, or run pay, plus their assignment pay.

7. Contingent upon the pay formulas outlined above, an employee whose birthday falls on a holiday will be paid an additional day's pay.

8. If an employee's birthday falls on February 29, March 1 will be recognized as his or her birthday in those years that do not have a February 29 date.

9. Holidays as agreed to in this Article shall be observed on the days set forth in the applicable section of the Government Code of the State of California.

10. The District will designate on all runs and extra boards those runs that will have Saturdays, Sundays and Holidays off.

11. In the event that an agreed to holiday falls in an employee's vacation period, the employee shall receive an additional day's vacation pay.

12. Straight time shall be paid when one of the above holidays falls on an employee's regular assigned workday and such employee does not work as a result of a holiday.

13. Holiday pay, as herein established, is intended to see that all drivers, whether they work on a holiday or not, receive a day's pay for the holiday, provided all such employees who are not available as required by this Memorandum of Agreement shall not receive such holiday pay; and provided further that an operator who fails to work both the regular workday before and the regular workday following the holiday shall not be entitled to holiday pay for that holiday. In the event drivers are on vacation or paid sick leave status, they will be entitled to holiday pay.

14. Run pay for holidays shall include report and turn-in time as defined in Article 53.

### **ARTICLE 33. BEREAVEMENT AND FUNERAL LEAVE**

#### 1. Bereavement Leave

A. Employees may take leave up to a maximum of fifteen (15) calendar days for bereavement due to a death in the immediate family.

B. The immediate family is defined as: spouse, domestic partner, son, daughter, father, father-in-law, mother, mother-in-law, brother, sister, step-parents, step-children, grandmother, grandfather, and grandchildren.

C. An employee whose vacation is interrupted by a death in the immediate family shall not be entitled to additional bereavement for the time that occurs during the vacation. Similarly, holidays, floating holidays or other paid days off that occur during the bereavement leave do not extend the length of the leave.

D. Employees will be required to apply sick leave credits, vacation credits, and floating holiday credits for the duration of the bereavement leave. If the employee does not have enough accrued paid time off to cover the entire bereavement leave, the remaining leave will be unpaid.

E. Employees taking bereavement leave must provide the name of the deceased family member and the employee's relationship to the deceased family member on a form provided by the District.

F. Employees may be required to concurrently apply for FMLA/CFRA leave.

#### 2. Funeral Leave

A. An employee who attends a funeral occurring in the immediate family will be granted three (3) days leave with pay.

B. The immediate family is defined as: spouse, domestic partner, son, daughter, father, father-in-law, mother, mother-in-law, brother, sister, step-parents, step-children, grandmother, grandfather, and grandchildren.

C. The purpose of this section is intended to provide pay for time lost in connection with the funeral of an employee's relatives as defined above.

D. An employee whose vacation is interrupted by a funeral shall not be entitled to funeral leave. Similarly, holidays, floating holidays or other paid days off that occur during the funeral leave do not extend the length of the leave.

E. An employee who fails to attend the funeral or memorial service shall not be entitled to funeral leave.

F. In the event the employee cannot return to work, he or she will be allowed to apply either sick leave credits or vacation credits for the additional time off and shall give notice to the District twenty-four (24) hours prior to departure of the scheduled assignment of his or her inability to return.

G. In order to be eligible to receive funeral leave pay, an employee must submit the following information on a form provided by the District: the name of the deceased, the relationship of the deceased to the employee, the time and place of the memorial/funeral service, and a statement that the employee attended the memorial/funeral service.

#### **ARTICLE 34. PENSION**

1. The provisions of this Article are contained in a separate Memorandum of Agreement dated October 13, 1972. The Memorandum of Agreement concerning the Pension Trust, in general, provides that:

A. All full-time bus operators shall have pension contributions made by the District on their behalf to a fund jointly administered pension plan in accordance with State Laws. Full-time operators participating in the Pension Trust who, without a break in service, become temporary part-time operators shall continue to have pension contributions made on their behalf by the District.

B. Other provisions and benefits contained in the Memorandum of Agreement are described in the Pension booklet.

2. The District will contribute an amount equal to 34.5% of each full time bus operator's gross earnings to the Pension Trust. Bus Operators hired before January 1, 2016 will pay 7% of wages as a contribution to the pension plan. Bus Operators hired on or after January 1, 2016 ("PEPRA employees") will pay 7.25% of wages as a contribution to the pension plan. This contribution may increase during the term of the agreement if required by law. Cash payouts for casual vacation days and floaters and payouts of cash incentives from the Attendance Recognition Program shall not be considered gross earnings for purposes of pension contribution.

3. The District will make a one-time, non-recurring lump sum payment to the GGTARP in the amount of \$5.2 million dollars within sixty days of ratification of this 2023-25 agreement.

4. A pension working group composed of 1-2 District GGTARP Trustees, 1-2 Union GGTARP Trustees and attorneys for both sides will begin meeting immediately to discuss a rehabilitation plan to address future underfunding, akin to those required of jointly-trusted defined benefit pension plans in "endangered or critical funding status" under the Pension Protection Act. Experts will be brought in as needed for consultation and calculations of scenarios intended to bring longer term stability to the GGTARP. The District will cover the costs of any experts or consultants, and it will have the final authority to determine which expert/consultant is selected .

5. In addition to the pension contributions for one-full time bus operator on union leave as required by Article 37.4, for a period of two years, ending April 30, 2025, the District will reimburse the Union for the cost of the pension contributions for the part-time union officer that the Union is making pursuant to Section 17.3 of the ATU Pension Trust.

6. The Union will instruct the Union Board Trustees not to propose any changes or modifications in any way to increase benefit liabilities (whether through amendment to the plan by the GGTARP Board, a court decision, an arbitration decision, or any other means, including by the issuance of a "13th check") for a period of five years from the date of ratification, unless a change is required by federal or state law.

7. The District and the Union will direct their respective direct Pension Board Trustees to update factors in Table D-1 of the Plan document in accordance with Cheiron's analysis presented to the Pension Board on May 23, 2022 (first two columns). They will also direct plan counsel to update the Plan language accordingly.

8. The accounts of the employees who participated in the Special Payment Plan during the life of the 1999 MOU will be subject to a fixed interest rate at such percentage as the Pension Plan trustees establish.

### **ARTICLE 35. ACTIVE HEALTH BENEFITS**

Full-time Bus Operators and their eligible dependents shall be allowed to enroll in any medical plan offered by CalPERS for which they meet the eligibility requirements. Although the District cannot require anyone to enroll in a particular plan, it is the intent of the parties to incentivize District participants to choose CalPERS Gold, CalPERS Platinum or Kaiser. To that end, the parties have agreed to various stipends and health reimbursement account contributions for each of these plans, as follows:

#### **1. Kaiser (via CalPERS)**

A. Kaiser Stipend: The District will incentivize participants to choose Kaiser by providing an annual Kaiser Stipend in the following amounts:

- Single: \$1000



- EE+1: \$2000
- Family: \$3000

B. Kaiser Health Reimbursement Account (HRA): To help cover copays, the District will provide participants who enroll in Kaiser an annual HRA contribution in the following amounts:

- Single: \$1500
- EE+1: \$3000
- Family: \$3000

## 2. **CalPERS Gold**

A. CalPERS Gold Stipend: The District will incentivize participants to choose CalPERS Gold by providing an annual Gold Stipend in the following amounts:

- Single: \$1000
- EE+1: \$2000
- Family: \$3000

B. CalPERS Gold Health Reimbursement Account (HRA): to help cover copays, the District will provide participants who enroll in CalPERS Gold an annual HRA contribution in the following amounts:

- Single: \$3500
- EE+1 and Family: \$7000

## 3. **CalPERS Platinum**

A. CalPERS Platinum Health Reimbursement Account (HRA): to help cover copays, the District will provide participants who enroll in CalPERS Platinum an annual HRA contribution in the following amounts:

- Single: \$2500
- EE+1 and Family: \$5000

## 4. **Rules for HRAs:**

A. No carryover of unused balances to future years.



B. Expenses eligible for reimbursement with HRA funds are limited to co-insurance and medical and prescription co-pays (no other IRS Code 213(d) expenses are eligible for reimbursement).

C. No requests for additional funding will be permitted.

D. For employees who were enrolled in in a high deductible "bronze" plans prior to the District contracting with CalPERS for medical benefits, the District will allow a one-time balance transfer into the new HRA program. After that, all HRA funds retain the HRA rules in the new HRA program above.

5. **Other CalPERS Plans:** Participants who select a plan other than Kaiser, CalPERS Gold or CalPERS Platinum will not receive a stipend or an HRA. In addition, they will pay the difference between the cost of the premium for the selected plan and the premium for PERS Gold, plus the CalPERS Gold premium share (\$60) (see Premium Sharing section below).

6. **New Employees:** New full-time Bus Operators shall be enrolled in a health plan on the first day of the month following hire. New employees that do not chose Cal PERS Kaiser or CalPERS Gold during the first two open enrollment cycles, (1) do not receive an HRA; and (2) pay the difference between the premium of the selected plan and Kaiser premium, plus CalPERS Gold premium share (\$60) (see premium sharing section below).

7. **Premium Sharing:** Bus Operators will pay a portion of their health care costs through a premium sharing program. The employee's monthly cost for coverage will be as follows:

CalPERS Platinum:	<b>\$150 per month</b>
CalPERS Gold:	<b>\$60 per month</b>
Kaiser:	<b>\$60 per month</b>

Bus Operators who choose plans other than CalPERS Kaiser, CalPERS Gold or CalPERS Platinum will pay the difference between the cost of the premium for the selected plan and the premium for CalPERS Gold plus the CalPERS Gold premium share (\$60).

8. **Cash In Lieu of Medical Coverage:** A Bus Operator who is an eligible covered dependent of a non-District group medical insurance program may opt out of the District's group medical insurance programs and receive Four Hundred Dollars (\$400) per month.

9. **Open Enrollment:** An open enrollment period will be held periodically for all active drivers permitting them to elect a change of coverage. Details of all coverage are contained in the Summary Plan Descriptions which are available to all eligible operators and retirees on the CalPERS website. In the event the vision care or dental care provider unilaterally changes any plan provision, the District and the Union shall meet-and-confer to maintain an equivalent benefit.

## **ARTICLE 36. RETIREE MEDICAL BENEFITS**

Retired Bus Operators (meaning Bus Operators who are receiving a retirement benefit from the Pension Plan) shall be allowed to enroll in any medical plan offered by CalPERS for which thy

meet the eligibility requirements. Retired Bus Operators' are eligible for coverage for their dependents and surviving spouse if they meet the minimum age requirement and have at least fifteen (15) years of service credit, except operators who apply for and are approved for disability retirement. Those approved for disability retirement will be eligible for dependent and/or survivor coverage according to the rules of the ATU Pension Plan. Although the District cannot require anyone to enroll in a particular plan, it is the intent of the parties to incentivize District participants to choose CalPERS Gold, CalPERS Platinum or Kaiser. To that end, the parties have agreed to various stipends and health reimbursement account contributions for each of these plans, as follows:

1. **For Pre-65 Retirees:** Operators who retire before the age of 65 will be eligible for medical benefits under the same terms as active employees, except:

A. Current Pre-65 retirees and all pre-65 employees retiring before January 1, 2021 do not pay Medicare Part B premium equivalents to District.

B. Pre-65 employees retiring on January 1, 2021 or after who enroll in Kaiser, CalPERS Gold or CalPERS Platinum for retiree medical benefits pay 50% of the Medicare Part B equivalent. This amount is offset by the cash stipend (applied as a discount) for those enrolling in Kaiser or CalPERS Gold.

C. Pre-65 employees retiring on January 1, 2021 or after who enroll in any other health plan pay the full Part B premium equivalent to the District. In addition, they pay the difference between the premium of the selected plan and the premium for CalPERS Gold.

2. **For Post-65 Retirees:** All retirees age 65 and older and those qualify for Medicare early due to disability will be required to enroll in Medicare Parts A and B and enroll in CalPERS group health plans.

CalPERS requires that all members who qualify for a pension be offered a minimum level of retiree health care funding. Thus, retirees who do not qualify for full retiree medical coverage under the points system described below are required to pay the District the difference between the minimum funding level and the premium for which the retiree enrolls until the retiree qualifies for District retiree health care. CalPERS allows the District to provide the minimum funding in a graduated path up to 20 years. The District will use the graduated method and the retiree must pay the difference between the graduated PEHMCA minimum and the premium of their selected plan.

A. **HMO: Post-65 Kaiser PERS Medicare Plan**

**Kaiser HRA = \$550/year**

A retiree that selects an HMO plan other than Kaiser will not receive an HRA.

B. **PPO Post-65 Medical Supplement:**

1) **CalPERS Gold HRA = \$400/year**

2) **CalPERS Platinum HRA = \$400/year**

A retiree that selects a PPO plan other than CalPERS Gold or CalPERS Platinum will not receive an HRA.

Retirees who choose plans other than CalPERS Kaiser, CalPERS Gold or CalPERS Platinum must pay the difference between the premium of the selected plan and the PERS Gold premium

C. **HRA Rules for Post-65 Retirees:**

- 1) Unused HRA balances will carry over from year to year.
- 2) Eligible expenses are limited to medical and prescription copays and co-insurance and deductibles. No other IRS Code Section 213d expenses are eligible.
- 3) No requests for additional funding will be permitted.

3. **Retiree Medical Eligibility Rules:**

All retirees are eligible to participate in CalPERS medical plans. The amount of the District's contribution toward the cost of retiree medical is determined as follows:

A. **For Retiree-Only Coverage for employees hired on or before January 1, 2003:**

Retirees must have a minimum age of 52 and a minimum of ten years of service. Add the minimum retirement age of 52 to the number of years of service. The total is a number of points. The point total determines the District's contribution as follows:

- 75 points = the District contributes to the premium at same levels as active employees.
- 70-74 points = the retiree pays 20% of the premium;
- Less than 70 points = retiree has access to CalPERS medical plans but receives only the PEHMCA minimum required contribution, implemented in steps over a 20 year period, starting at \$1 for the first year.

B. **For Retiree, Dependent and Surviving Spouse Coverage for employees hired on or before January 1, 2003:**

Retirees must have a minimum age of 52 and a minimum of fifteen (15) years of service. Add the minimum retirement age of 52 to the number of

years of service. The total is a number of points. The point total determines the District's contribution as follows:

- 75 points = the District contributes to the premium at same levels as active employees.
- 70-74 points = the retiree pays 20% of the premium;
- Less than 70 points = retiree has access to CalPERS medical plans but receives only the PEHMCA minimum required contribution, implemented in steps over a 20 year period, starting at \$1 for the first year

**C. For Retiree-Only employees hired after January 1, 2003:**

Retirees must have a minimum age of 55 and a minimum of ten years of service. Add the minimum retirement age of 55 to the number of years of service. The total is a number of points. The point total determines the District's contribution as follows:

- 80 points or higher = the District contributes to the premium at same levels as active employees.
- 75-79 points = retiree pays 20% of the premium;
- 70-74 points = retiree pays 30% of the premium;
- Less than 70 points = retiree has access to CalPERS medical plan but receives only the minimum required contribution, implemented in steps over a 20 years period, starting at \$1 for the first year.

**D. For Retiree, Dependent and Surviving Spouse Coverage for employees hired after January 1, 2003:**

Retirees must have a minimum age of 55 and a minimum of fifteen (15) years of service. Add the minimum retirement age of 55 to the number of years of service. The total is a number of points. The point total determines the District's contribution as follows:

- 75 points = the District contributes to the premium at same levels as active employees.
- 70-74 points = the retiree pays 20% of the premium;
- Less than 70 points = retiree has access to CalPERS medical plans but receives only the PEHMCA minimum required contribution, implemented in steps over a 20 year period, starting at \$1 for the first year

4. **Opting Out Of Retiree Medical Coverage:** A Retired Bus Operator who is an eligible covered dependent of a non-District medical insurance program may opt out of the District's medical insurance programs (provided through CalPERS) pursuant to the terms of the Second Addendum to The Golden Gate Bridge, Highway and Transportation District's ("the District") and the Amalgamated Transit Union Local #1575's ("the ATU") Tentative Agreement, dated March 18, 2020, attached hereto as Appendix A. Retired Bus Operators who elect to opt out of the District's medical insurance programs pursuant to this paragraph and Appendix A also must opt out of the District's vision and dental insurance coverage, with no additional "opt out" payment.

#### **ARTICLE 37. OTHER COVERAGE**

1. Vision care remains the same for all operators, retirees, surviving spouses, and eligible dependents who have medical coverage. Vision care shall be provided by Vision Service Plan.

2. All operators, retirees, eligible dependents, and surviving spouses are covered for dental care with Delta Dental Group Plan #1652. This coverage remains as before, except that prophylaxis (cleaning) is increased to three (3) times in any twelve (12) month period. The annual maximum benefit is \$3,000.

3. Coverage for all health benefits (medical, dental and vision) shall be extended to include active employees on sick leave, provided however, that they are on the payroll of the District as of the first day of the month. Payroll shall be defined as including employees on medical leave of absence for a period of up to nine (9) months. All employees are considered as "on payroll" with the exception of those on personal leave of absence.

4. **Union Leave Benefits:** The District will maintain the Health and Welfare benefits for one full-time Union employee at no cost to the Union; provided, however, the Union Officer will pay a Health and Welfare contribution equal to the contribution for a full-time bus operator when applicable. The District will pay the appropriate pension contribution for one full-time Union employee.

5. **Benefits Committee:** The District and the Union agree to establish a Committee to facilitate resolution of medical coverage issues. The Union members of the Committee shall be appointed by the Union President and the District members of the Committee shall be appointed by the General Manager. The Committee shall not have authority to bind the District or otherwise commit the District to any liability. The District and the Union may, by mutual agreement, change to another health care provider during the life of the Agreement provided that the benefits will be equivalent.

#### **ARTICLE 38. DMV PHYSICALS**

1. The District will require operators to take physical examinations required by the DMV on their own time. Cost for DMV physical examinations will be paid for by the operator's Article 35 medical plan. The District agrees to modify the plans so that a physical examination benefit will be provided for all operators and may be used for the DMV physical examination. Operators will be reimbursed for any co-payment charge for this examination. Operators enrolled in the Blue Shield Plan who use an out-of-network provider shall be responsible for all costs in

excess of the equivalent in-network cost to the District. The cost of DMV physical examination shall not be included in the Medical Cost Containment Program. Individual eligibility issues concerning the DMV physical examination will be resolved by mutual agreement.

2. In the event employees are unable to take a DMV physical examination on their own time because of the structure of their work assignment, they shall be guaranteed pay for their assignment.

3. The District shall notify an operator sixty (60) days prior to the expiration of the operator's DMV Certificate so that the operator can schedule the DMV physical examination prior to the expiration of the operator's DMV certification.

### **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, the second Sunday in June, the second Sunday in September, and the second Sunday in December.

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 at all division points, including San Francisco, immediately after the awards have been made for each individual group.

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.

#### **ARTICLE 40. RUN BOOK**

1. A run book will be provided at all Division points and at the San Francisco Lot. A description of runs will include the following:

- A. Run number.
- B. Schedule number.
- C. Route number.
- D. Sign on and off time of each schedule.
- E. Leaving and arriving time of schedules operated.
- F. Hours and minutes allowed for normal operation.
- G. Pay rates of runs.
- H. Any deviation from known routes.
- I. On duty time.



2. Copies of the Run Book will be provided at Division points and San Francisco Lot on the following basis:

San Francisco Lot - 3 copies  
Santa Rosa - 3 copies  
Novato - 3 copies  
San Rafael - 5 copies

3. These run books will be placed in the driver's rooms and maintained on a current basis. In addition, the Union will be provided with four (4) copies of the Run Book at each Sign-Up.

4. The District agrees that it will reconfigure proposed runs at the request of the Union prior to the beginning of a sign-up as long as there is no additional cost to the District either directly or indirectly and no impact upon the operational needs of the District.

#### **ARTICLE 41. RUN CHANGES**

1. The District shall be permitted to adjust any schedule, of any run, up to thirty (30) minutes in either direction from the times originally posted. The District shall give twenty-four (24) hours written notice to the operator before implementing such change.

2. Any other run change must have the Union's prior consent.

3. In cases where a change qualifies a run for a higher rate of pay than originally bid, the higher rate shall prevail. This higher rate will not be continued if a further change, is made which would reduce the run pay; but at no time will a run pay less than the amount it paid when originally bid.

#### **ARTICLE 42. FRAGS AND TRIPPERS**

1. No frags or trippers shall have a total elapsed time in excess of four and a half (4.5) hours provided however that if there is entirely new service being implemented as part of the frag, the time limit will be extended to 5 hours, provided further that the part-time positions which exceed four (4) hours as set forth in Article 47 shall not be subject to this four and a half (4.5) hour and five (5) hour limitation.

2. No more than Twenty (20) percent of the total morning pullouts shall be operated as frags or trippers. The total number of afternoon frags or trippers shall not exceed seventeen (17) percent of the total morning pullouts.

3. "Total Morning Pullouts" is defined as follows: An AM pullout is the initial morning departure of a run, frag, or tripper from Divisions 1, 2, or 3. For the purpose of computing percentages of the total morning pullouts pursuant to Article 43 of the Memorandum of Understanding, no run, frag, or tripper shall count as more than one pullout.



4. Service on new routes may be operated as frags or trippers for two consecutive full sign-ups before they must be implemented into a regular full time run. The above percentages shall not apply to this new service.

5. The District may incorporate frags, trippers, reliefs, and school runs and set up regular runs on a four-day week basis not to exceed ten percent (10%) of the total morning pullouts, and those runs will be posted and advertised on the District Seniority Sign-Up. These runs will be guaranteed a minimum forty (40) hours per week, but the higher rate would prevail in the event the driver is required to perform hours in excess of forty (40) hours per week, at the rates and conditions in accordance with Articles 53 and 57. These runs must be incorporated so as to provide four (4) consecutive days' work.

#### **ARTICLE 43. BREAKS DURING RUNS**

1. A lunch period of no less than thirty (30) minutes will be provided. The formula for determining the eligible time for lunch is the division of the total spread of hours on the run by one-half (1/2) and extending the time one and one-half (1-1/2) hours back and one (1) hour forward to provide the time a lunch period will be allowed. The lunch period will commence at any time during the two and one-half (2-1/2) hour period.

2. All runs with eight (8) hours or more work time, as shown in the run book, will be provided a forty-five (45) minute lunch period. The formula for determining the time a meal period must begin will be as follows: divide the total spread of hours of the run by one-half (1/2) to determine its mid-point. Extend the time one (1) hour and thirty (30) minutes earlier and one (1) hour and thirty (30) minutes later than the mid-point. The meal period must begin at any time during that three (3) hour period.

3. All runs with eight (8) hours or more work time, as shown in the run book, shall have at least one fifteen (15) minute turn time prior to the meal period and at least one fifteen (15) minute turn time after the meal break.

4. On runs commencing after 12:01 PM and runs operating during Saturday, Sunday, and Holidays, the lunch period will be determined by dividing the total spread of hours on the run by one-half (1/2) and extending the time one (1) hour and thirty (30) minutes in either direction. The lunch period will commence at any time during the three (3) hour period.

#### **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 four (4) or more occurrences 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.

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.

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.

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.

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

G. If an operator has a sixth occurrence of absence during any consecutive twelve (12) month period, said operator shall be suspended for a period of one (1) working day.

H. If an operator has a seventh occurrence of absence during any consecutive twelve (12) month period, said operator shall be suspended for a period of five (5) working days.

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 imposed pursuant to the provisions of this Article shall be subject to the grievance procedure contained in subparagraph 2 of this Article.

L. Notwithstanding the provisions of this Article, 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.

M. 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.

N. The District shall notify the employee and the Union in writing within ten (10) calendar days of an occurrence.

O. 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 and/or Attendance Discipline

A. **Exclusive Procedure:** An employee who wishes to appeal an occurrence which is based on reasons other than illness or injury, 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, 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. The neutral arbitrator shall moderate the discussion with the objective of achieving agreement between the parties. 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.

**E. 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.

F. 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.

G. 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.

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

**ARTICLE 45. RUN CANCELLATION**

1. A run cancellation is defined as one of the following three (3) items:

A. When the service performed by a run is completely discontinued for the remainder of the current sign-up ‘or cannot be operated due to conditions beyond the control of the District.

B. When part of the service performed by a run is completely discontinued for the remainder of the current sign-up and this results in a reduction of three (3) hours or more.

C. If one or more clays of a run or group relief fit the above conditions, the complete run or group relief will be cancelled and the balance of the run or group relief will be operated by the extra board for the duration of the sign-up.

2. When a run or group relief is cancelled as described in (a) and (c) above, the operator regularly assigned to such run or group relief may select, in conjunction with the District, any two (2) frags which, when made into a run, will pay as much or more than their cancelled run. Said frags must be operated from the same Division as the cancelled run, unless no frags are available at that point. When a run is cancelled as described in (b) above, the operator regularly assigned to said run may select, in conjunction with the District, an open frag originating in the A.M. or terminating in the P.M., as appropriate, when combined with the remainder of the run, will pay as much or more than the run paid before partial cancellation.

3. If no frags are available with a total elapsed time that is equal to or more than the original assignment, the operators may choose frags with less than the total elapsed time of the cancelled run, but they shall be paid the amount due them for their original assignment. If no frags are available at their home division, the operators may select frags from another division.

4. Operators whose assignments are cancelled may elect, instead of taking frags, to place themselves on the extra board at the same division as their cancelled assignment. If they



avail themselves of this option, for days off, they shall be given the choice of the days off of the cancelled assignment, or Saturday and Sunday off for the balance of the current sign-up. Their daily guarantee will be that amount which would have been due them for their cancelled assignment.

5. Operators electing to place themselves on the extra board will be placed on the day board if their cancelled assignment was a day run. If their cancelled assignment was a night run, they shall be given the choice of either day or night board.

6. Once operators have been placed on the board in accordance with the rules above, they shall remain on that board for the balance of the sign-up.

#### **ARTICLE 46. PART-TIME HELP**

1. The District may employ a number of part-time bus drivers up to, but not to exceed, fourteen percent (14%) of the full-time bus drivers employed.

Pursuant to the terms of the Side Agreement between the District and the Union dated April 28, 1989, the District may employ six (6) additional regular, part-time operators. This agreement is contingent on the District's continued operation of ferry feeder service with District equipment and operators. In determining the actual number of part-time bus drivers that may be employed fractions smaller than 1/2 shall be rounded down and fractions 1/2 or larger shall be rounded up.

2. Part-time operators shall be used exclusively for the purpose of working frags and trippers to which they are regularly assigned by bid. Except as provided in paragraph 4(D) below, all charters, reports, special services, extras, vacations, reliefs, trippers and any regular runs left vacant for any reason will be worked by full-time operators. No frag or tripper held by a part-time operator by bid shall be considered a run when it becomes temporarily open.

3. Part-time operators shall receive the same wage progression as full-time operators as set forth in Article 59, paragraph 5. Part-time operators will be credited with past continuous service as a District part-time operator for the purpose of determining their rate of pay.

4. The number of part-time operators that may work at Division 2 may not exceed twenty percent (20%) of the full-time operators working at Division 2 plus three (3) additional part-time operators. The number of part-time operators that may work at Division 3 may not exceed twenty percent (20%) of the full-time operators working at Division 3.

Except as provided below, part-time operators shall not work more than twenty (20) hours per week and four (4) hours per day including report and turn-in time with a four (4) hour daily guarantee:

- A. Six (6) of the part-time operators employed by the District may work up to five (5) hours per day (including report and turn-in time) with a five (5) hour daily guarantee or up to twenty-five (25) hours per week. Of that number of operators, no more than six (6) may work at any one Division thereafter.



- B. Ten (10) of the part-time operators employed by the District may work up to four and one-half (4-1/2) hours per day (including report and turn-in time) with a four and one-half (4-1/2) hour daily guarantee or up to twenty-two and one-half (22-1/2) hours per week. Of that number of operators, no more than six (6) may work at any one Division.

5. The hours of work of part-time operators shall be continuous pay time, starting and ending at the operator's home division.

6. Part-time operators may be used outside of their normal bid work schedules in emergency situations to prevent schedule cancellations in those cases when there is no available full-time operator (including those on day-off or extra service) to cover such schedules. In such event, the part-time operator must be relieved at the nearest relief point by the first available full-time operator who can reach that relief point by regular scheduled service. In such cases, the part-time operator will be guaranteed four (4) hours pay, at the part-time operator rate of pay, in addition to any other guarantee or pay he/she might be entitled to.

7. Any part-time operator wishing to work emergency service or alternative service as permitted by subparagraph D herein will submit a written request on a form provided by the District. These requests will be submitted in duplicate to D-1. The dispatcher will return one copy to the part-time operator. Part-time operators who submit requests for emergency service will, except in those circumstances where time limitations would not allow such assignment, be assigned for emergency service or alternative service as permitted by subparagraph D herein based upon seniority.

8. Part-time operators are eligible to participate in a District medical plan, the Vision Plan, and the Dental Plan at the expense of the District. In addition, part-time operators may, at their own cost, arrange for spousal or family coverage in a District medical plan, the Vision Plan, and the Dental Plan. To effect the spousal or family medical, vision or dental coverage, part-time operators shall sign a written payroll deduction authorization form.

9. New part-time bus operators shall be enrolled in a health plan on the first day of the month following hire. New employees that do not chose Kaiser during the first two open enrollment cycles, (1) do not receive an HRA; and (2) pay the difference between the premium of the selected plan and Kaiser premium, plus CalPERS Gold premium share (\$150).

10. Part-time operators' earnings must be regularly sufficient, after other legal and required deductions (including dues check-off) are made, to cover the amounts of the spousal or family medical plan coverage, the Vision Plan, and the Dental Plan.

11. Part-time operators shall have the following paid holidays:

New Years' Day  
Martin Luther King, Jr.'s Birthday  
Presidents' Day  
Cesar Chavez's Birthday  
Memorial Day

Juneteenth  
Fourth of July  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas

12. Except as provided above, part-time operators will not be eligible for and shall not accrue such fringe benefits as: vacation, sick leave, death benefits, pension or wage continuation.

13. There will be a separate seniority list for part-time operators (based upon the date of their first work assignment at the District) and selection of assignments by part-time operators shall be made in order of seniority in conjunction with and to coincide with the end of the regular District sign-ups provided for in Article 39. Seniority shall prevail in the selection of runs. Reduction of forces shall be according to inverse seniority and in accordance with Article 16, paragraph 10.

14. When a part-time operator applies for a full-time operator position, the operator may submit his/her work record as a part-time operator with the District for consideration by the Interview Panel.

15. Part-time operators will be covered by the requirements of law, such as Workers' Compensation and Social Security.

16. Part-time operators will be provided free transportation over/on the District's Bridge, Bus and Ferry operations only.

17. No full-time operator employed prior to January 8, 1987 shall be laid off while part-time operators are employed. However, full-time operators employed after January 8, 1988 may be laid off while part-time operators remain employed, provided further, however, that when a full-time operator is laid off, one (1) part-time operator must also be laid off at the same time. A part-time operator so laid off will not be able to return to work (or the position filled by another part-time operator) until the full-time laid off employee is called back or the full-time position is otherwise filled.

#### **ARTICLE 47. EXTRA BOARDS**

1. Extra Boards will be maintained at Divisions I, II, and III, or any other location designated as a division point. Night Extra Boards may be established as required at Divisions I, II, III, or any other location designated as a division point. Operators who bid positions on these boards will be placed on the Board in alphabetical order. All new employees will be placed on the Division I Extra Board. Employees returning from leaves of absence, extended sick leave, or others who do not have an extra board position or regular run, will be assigned to the Division I Extra Board. The boards will be polled for assignments to any new Saturday and Sunday off positions, if any, according to seniority. When new extra board positions materialize at other extra board points, these positions will be awarded, in seniority order, to operators on the Division I Extra Board who bid them.

2. Extra operators will be placed on the extra board alphabetically on the pick-up date of each District Seniority Sign-Up. Extra operators on hold-downs, extended leaves of absence, extended sick leave (more than five (5) working days), vacation or temporarily assigned to another department will not be shown on the daily detail sheet. However, these operators will be shown according to status, dates of absence, and commencement or termination of hold-down on a specifically designated section on the daily detail or markup sheet.

3. Extra operators on daily sick leave status and extra operators on day off will be listed on the markup sheet and rotated. The AM and PM boards shall rotate independently of each other and the number of people turned each day will be as follows:

- 1 through 5 operators rotating will turn 1 operator per day.
- 6 through 10 operators rotating will turn 2 operators per day.
- 11 through 15 operators rotating will turn 3 operators per day.
- 16 through 20 operators rotating will turn 4 operators per day.
- 21 and over operators rotating will turn 5 operators per day.

4. Extra operators working on Saturdays and Sundays will be turned separately on those days and returned to their proper positions on the weekday board at 12:01 AM Monday.

5. A. Each weekday, including weekday holidays, on the Day Extra Board, there will be the following number of known point positions assigned:

- Division I: 5 known point positions
- Division II: 2 known point positions
- Division III: 2 known point positions

B. Each weekend and weekend holidays on the Day Extra Board, there will be the following number of known point positions assigned:

- Division I: 2 known point positions
- Division III: 1 known point positions

C. Division 1 Night Extra Boards will have two (2) known point positions during weekdays only. In all other Divisions, the Night Extra Boards will have one (1) known point position.

In the event a night run commences prior to noon and only one (1) Night Extra Board operator is available, that operator will be detailed to that run, if operated from homeboard or detailed to deadhead a bus, or as a passenger, to a foreign board in lieu of being placed on point.

6. The absence list or diary will close daily at 4:30 PM. Operators on runs that start at 12:00 NOON or later may clear by 12:00 NOON on the first day after the beginning of the absence. After that, the 4:30 PM rule applies. Any operator on sick leave, or unexcused absence, or leave of absence wishing to return to work, must notify the Dispatcher by 4:30 PM on the day prior to the anticipated return to work, except in cases of TFN hold-downs (see Article 48). Operators on jury duty or District business will not be required to conform to this procedure due to the indefinite nature of these situations. Their runs will be held open for assignment until

notification is received of their return. Rotating Extra Board Operators will be assigned to point or other service as required, if notification is received after 4:30 PM. The board will close daily at 4:30 PM, the detail or markup for the following day will be posted at 6:00 PM. Any drop, excused, or sick, called in by 4:30 PM will be considered a known assignment for the following day.

7. Assignments will be made as follows:

1. Known point assignments will be made in time order.
2. All remaining assignments will be made in time out order to Day or Night Extra Board operators as appropriate.

A. Any extra board assignment that commences between 11:00 a.m. and 1:00 p.m. may be assigned to either the Day or Night Extra Board so long as, if assigned to the Day Extra Board, such assignment is scheduled to be completed by 9:00 p.m.

B. Extra Board assignments commencing prior to 11:00 a.m. shall be assigned to Day Extra Board operators.

Assignments to other divisions will be made as of the time the operator must leave the home division in order to DH or DHP to the other division(s).

Operators will not be detailed on the markup to foreign extra boards if day off operators are available at those boards, when such action will result in day off operators being used at the home extra board.

Day Extra Board operators unassigned after filling all known A.M. assignments or Night Extra Board operators unassigned after filling all known P.M. assignments will be given point assignments as needed.

In the event there are two (2) or more assignments with the same departure times, the move with the highest pay will be assigned to the first up driver, and in the event runs with the identical departure times and with identical pay are due to be assigned, the assignment with the least platform time will be assigned to the first up driver.

In the event there are more assignments than extra drivers during the preparation of the detail sheet, excess assignments may be filled by day off operators. Regular run operators may be used to operate tripper service as provided for in paragraph 18 of this Article.

In the event there are unused point operators after all AM or PM assignments are made, the extra drivers when released, will be relieved in the order called.

8. When a situation develops where AM point operators are not used, they may be assigned a break and thereafter rotated in the point slot they assume among the other point

operators. The time they are required to return to point will determine their position with respect to the other point positions. Breaks may be assigned in rotation sequence to operators on point.

9. A. Assignments will be made to all home extra drivers before men on days off are used. When the extra board is depleted, extra drivers from other divisions finding themselves at that extra board point will be assigned before run or extra men on their days off.

B. All operators returning to point from other service or following a break, will be placed on point in arrival time order behind all other operators previously on point.

C. Operators augmenting foreign extra boards will be placed on point in rotation order behind all home extra board point men and assigned to service as it materializes.

D. Operators from the same extra board, arriving at identical times at a foreign extra board or at San Francisco Lot, shall be placed in home extra board order.

E. Operators from various extra boards arriving at identical times at a foreign extra board or at San Francisco Lot shall be placed on point with the operator from the nearest extra board first eligible for assignment, and the operator from the farthest extra board last.

F. In the event that extra board operators on point are assigned and arrive at identical times at the foreign extra board as other drivers detailed from that home extra board, the (drivers assigned from point shall be placed in home extra board order behind those drivers detailed.

G. All operators returning to point are required to report in person, by telephone or by radio to the Dispatcher upon completion of that previous service.

H. In the event a move is known in San Francisco which requires a driver to operate service to a home division point, a driver from that division point who is in San Francisco will be held for that service if operating conditions permit.

I. When operators from various Divisions are on point at the San Francisco Lot, assignments shall be made in the following order:

- 1) Division I assignments: Assigned to Division I extra board operators first, then to Division II extra board operators, and then to Division III extra board operators.
- 2) Division II assignments: Assigned to Division II extra board operators, then Division I extra board operators, and then to Division III extra board operators.
- 3) Division III assignments: Assigned to Division III extra board operators, then to Division II extra board operators, and then to Division I extra board operators.

- 4) Bolinas/Inverness assignments: Assigned to Division II extra board operators, then to Division I extra board operators, and then to Division III extra board operators.

10. In the event it develops that a point extra operator becomes first up for an assignment that he or she is unable to complete, he or she may be bypassed and the assignment will be made to the next operator in line who can complete the service. Any operator unable to complete an assignment due to limitation of legal hours of service will be relieved at the last and closest relief point nearest to an extra board having operators available for relief.

11. 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.

12. After closing of the diary at 4:30 PM, any runs or other service requiring coverage the following day as a result of subsequent layoffs, calls to sick leave, etc. will be assigned as follows: all service to be assigned (including full runs) that would normally be concluded by 9:00 PM will be assigned to day extra board operators, if available; all service (including full runs) that would normally conclude after 9:00 PM will be assigned to the night extra board operators, if available.

13. Extra board operators will not be required to drive their private cars to and from foreign board assignments or relief points on the road. Assignments will be made at their home division points.

14. When an extra board becomes depleted, foreign division extra operators will be used after home board operators. Day off operators will be used as provided in Article 50.

15. In the event that vacancies exist for positions on the Novato or Santa Rosa Extra Boards, bids will be taken from the members of the San Rafael Extra Board. If no bids are received, the junior operator rotating on the San Rafael Extra Board will be assigned to the open positions on either other board, open positions on the Santa Rosa Extra Board will be assigned prior to the assignment of the open positions on the Novato Extra Board. The San Rafael Board operator who is successful in the bidding for the vacancy on either the Novato or Santa Rosa Extra Board will be given the opportunity to bid any hold-down which might materialize on either Extra Board, except that he or she cannot outbid a junior operator who is a member of the original board at the regular sign-up.

16. When the extra operator who caused the vacant position on either extra board returns, the junior San Rafael operator will be returned to the San Rafael Extra Board if either Extra Board is overstrength. In no event will a senior operator assigned from the San Rafael Extra Board be allowed the preference of remaining on the Novato or Santa Rosa Extra Boards over a junior member who was assigned a board position during the regular sign-up. When it is necessary



to reduce the number of positions on the Novato or Santa Rosa Extra Boards, operators will be returned to Division I in the following order:

A. Drivers assigned in the weekly bidding procedure subsequent to regular sign-ups will be returned to Division I in seniority order.

B. Drivers that bid on the Novato or Santa Rosa Extra Boards in the weekly bidding procedure subsequent to -regular sign-ups will be returned to Division I in order of inverse seniority.

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.

18. In the event that an operator is assigned service which does not allow him to be assigned in rotation the following day, he will be assigned to the next service after he becomes fresh; if that operator, after he becomes fresh, is assigned to point but is out of order in relation to other operators on point, he or she will regain their first-up position, eligible for assignment, when fresh.

19. Run operators may volunteer for tripper work. Run operators will be assigned trippers in seniority order.

20. Extra board operators will be under pay from the time of leaving their home division until returning to their home division, except for an operator who may be released verbally by a dispatcher or is released by posted assignment, i.e., complete daily assignment posted on the detail sheet. Operators performing work other than their posted or detailed assignments will be required to report in person or to telephone the dispatcher to be released from service and to complete the operator's time card for payroll purposes.

21. All extra board employees shall be guaranteed a minimum of eight (8) hours per day and forty (40) hours per week payable at regular pay periods provided they were available [lid worked as assigned. Penalty time and overtime shall not be used when computing guarantee".

22. Extra Board Operators on extended leave will have weekends scheduled off until the completion of Return to Work Training.

23. For purposes of this Article, a "move" is defined as all work performed outside of District property or work that exceeds 30 minutes.



## **ARTICLE 48. HOLD DOWNS**

1. A run held by a full-time operator will be posted for hold down, if:
  - A. The run is worked off the extra board for five (5) or more workdays.
  - B. The vacancy is known to be of five (5) or more workdays.

2. Vacancies qualifying for hold downs will be posted for bid at 10:00 A.M. on Monday and awarded at 10:00 A.M. on Thursday, to be effective the following Sunday. No additions or corrections shall be made after 5:30 PM on Monday to the list of hold downs posted. If no bid is received, the work will be operated on a daily basis off the extra board where the run originates. Operators will not be awarded hold downs if the hold down starts while the operator is on vacation. Other than during pre-shake-up bidding, all operators new to extra board must have worked one (1) day on the board prior to bidding a hold down.

3. Operators alleging incorrect hold down assignments must file a written protest with a Dispatcher or Dispatch 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 agree to meet as soon as possible to effect a solution.

4. In the event a hold down materializes at a point away from a Division Extra Board, the hold down will be advertised and posted for bid at the Division Point nearest to the origin point of the hold down. The senior operator bidding will be awarded the hold down. A successful bidder who is awarded such an assignment will be paid an additional one (1) hour pay, per day, for the miscellaneous travel expenses over and above his or her run rate. Payment will commence from the first day of the assignment and end upon conclusion of the last day of operation. If no bid is received, the hold down will be assigned in the same manner as referred to in paragraph 2 above.

5. Operators returning to runs that have been worked as hold downs must give sufficient notification to the District in order to allow District representatives to contact the hold down operator and inform that operator that the hold down is terminating. The hold down operator will be notified of the termination no later than completion of service on a day prior to the anticipated return to work.

An operator on a TFN hold down, absent for any reason on a regularly scheduled workday, shall be responsible for checking with the dispatcher for any change of status of that TFN hold down prior to returning to work.

6. If a change of status occurs after the awarding of hold down, the operator on the assigned hold down returns to extra board and the operator's days off remain the same as the hold down for the remainder of that calendar week.

If the operator whose run was on a TFN hold down does not return to work, the following shall occur:

- 1) Run rotates on the board.

- 2) Run is re-posted.

#### **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.

#### **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 operators may submit to any dispatcher their requests for day off work originating from their home terminal. D-2 operators may submit to any dispatcher their requests for day off work, but will indicate their choice of either D-1 or D-3 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 extra operator.
- B. Home terminal run operators.
  - 1) Novato 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.

#### **ARTICLE 51. OVERTIME SERVICE**

1. Overtime service will be performed by extra drivers, whenever possible. Unless the extra board at a division is depleted, run operators will not be used in overtime service.

2. Run operators may be allowed to work overtime service beyond the provisions above by performing service before or after their runs. Such service will be restricted to the operation of trippers.

3. Drivers who lay off for any reason during the calendar week will not be used in any overtime service during that week, until all other operators have been exhausted.

4. Regular operators required to work outside of their regular assignment shall be paid time and one-half (1-1/2); provided, however, run exchanges which are worked outside of a regular assignment shall pay overtime only to the extent that hours actually worked (platform time) in the

exchange run do not coincide with the time worked (platform time) in the regular assignment and for time worked outside of his/her regular assignment. Pursuant to this section an operator shall earn no less than his/her regular assignment pay and the applicable overtime pay as indicated above.

5. An extra operator who receives a run assignment will be considered a run operator for that day. An extra operator who bids a hold-down will be considered a run operator for the duration of the hold-down, except that a junior extra operator who bids an open position on the Santa Rosa or Novato Board, and then bids a hold-down, will not be permitted to complete the hold-down in the event, of a reduction in board strength which affects them.

6. Regular operators who work regular scheduled runs shall not be required to do extra work except in cases of emergency where blockades, fires or acts of God require extra service. When equipment is on the road and the relief fails to show, relief will be made as soon as possible and must be made within one (1) hour after District is notified.

7. A Run Operator may swap two work days for another Run Operator's two days off. The swap must be based on a voluntary agreement between two Run Operators and be authorized by the Director of Bus Operations or his/her designee. Swaps are subject to the following limitations:

A. The District will not arrange or cancel swaps for employees.

B. The appropriate forms must be completed by both employees and be approved by the District. The Run Operators must make a written request for the swap at least 10 working days before the first swap day requested.

C. The swap must be cost-neutral to the District, i.e. the District will not incur any additional pay premiums, penalty pay or overtime beyond what would have incurred had the swap not been in place.

D. The swap cannot be cancelled if one of the Run Operators begins swapped work. A swap will be cancelled only if both Run Operators request the cancellation by 4:30 p.m. the day before the first swapped work is to be performed.

E. The Run Operators will be paid for the run actually driven. The Run Operators must drive the swapped run. For example, during the time swapped, the Run Operator cannot attend VTT or other training or engage in other non-driving work.

F. A Bus Operator may participate in a swap a maximum of four times per year, generally once per quarterly sign-up. Operators working the Extra Board cannot swap unless they are in a hold down which has a defined end date after the swap is complete.

G. The work days swapped must be worked within the same work week.

H. Bus Operators participating in a swap cannot perform day-off work on their swapped days off.

I. Bus Operators participating in a swap cannot perform day-off work on their swapped days off.

J. A Run Operator's failure to report or perform the swapped work will result in an occurrence under the Attendance Policy in accordance with Article 44.

#### **ARTICLE 52. EXTRA BOARD AVERAGE**

1. Extra Board operators on vacation, sick leave, and holidays will be paid daily average earnings less overtime earned for day off work.

2. Daily average earnings will be determined by dividing gross earnings less overtime earned for day off work projected back one (1) year from the last District seniority sign-up, by fifty-two (52) weeks, except that any full week spent on work stoppages, or extended sick leaves, will be deducted from the fifty-two (52) weeks before computing average. Any operator off for Union business will not have that those days included for the calculation of the extra board average.

3. In the event the employee has not completed one (1) years' service with the District from the commencement of the vacation or sick leave or holiday, the actual earnings will be prorated according to the actual number of months employed. Under no circumstances will the rate paid be less than eight (8) hours per day.

4. The status of employees, run operator or extra board operator, shall be determined by the last service performed. Hold-down operators shall be considered run operators.

5. The District will meet and confer with the Union before instituting additional extra board point positions.

#### **ARTICLE 53. PAY COMPUTATION**

1. All regular runs and group reliefs shall be set up on the basis of five (5) consecutive workdays per week and shall have two (2) regularly assigned days off.

2. All runs shall pay a minimum of eight (8) hours per day, including report and turn-in. All part-time operators will be guaranteed four (4) hours' pay per day provided, however, that part-time operator must work his/her assignment for the day to qualify for the guarantee.

3. For purposes of computing pay, all operators shall have no more than a one-and-one-quarter (1-1/4) hour deduct.

4. The District agrees that all platform time on runs will not exceed the ten (10) hours, inclusive of deadhead and deadhead passenger service. This provision does not apply to extra operators operating runs at other extra board points.

5. When the overall spread time of any service exceeds ten-and-three-quarter (103/4) hours, an additional penalty rate shall be added to each hour, or fraction thereof in excess of ten-and-three-quarter (10-3/4) hours. This penalty rate shall be 1/2 the base hourly rate of pay.

6. Fifteen (15) minutes shall be allowed to operators required to report before their run or assignment begins. Five (5) minutes shall be paid, as required, for operators to secure equipment at home terminals. Report and turn-in pay shall be considered for computing penalty pay as shown in paragraph 5 above. All delay time will be paid if the delay is fifteen (15) minutes or more, or after guarantee time is exhausted, whichever occurs first. Five (5) minutes shall be allowed for operators required to make a Division relief

7. Operators who are late due to normal ferry delays shall be paid for actual delay time at the gate. Operators who are delayed due to scheduled late ferry arrivals will be compensated for the actual time of the ferry delay.

8. All run operators shall be under pay from the time of leaving their home division until returning to their home division.

9. The District will only deduct actual time from an operator's daily earnings when the operator is excused for Union business. For the purpose of Article 53, Union business shall be limited to a member of the Executive Board's attendance at monthly Executive Board meetings and special meetings called by the Executive Board and a member of the Union Audit Committee's attendance at semi-annual and annual audit meetings.

10. In computing an operator's pay, the hourly time will be the actual time worked.

11. The District agrees to cooperate with the Union in checking the running times on particular schedules periodically to determine whether there is or is not sufficient time to complete a particular schedule. The method by which this program will be accomplished will be determined by the District and the Union.

12. Operators who are required to make a coach change during their midday break and the break is not paid time, will receive an additional fifteen (15) minutes report pay.

13. Pay will be computed as follows:

A. Take the total spread of the run, including report and turn-in time if applicable; deduct up to one and one-quarter (1-1/4) hours. This gives the base hours which will be paid at the base hourly rate giving base pay.

B. Deduct ten and three-quarters (10-3/4) hours from the total spread, including report and turn-in time if applicable; this gives the payable penalty hours. Multiply the payable penalty hours by one-half (1/2) the base pay rate; this gives the penalty pay.

C. Add platform time, report and turn-in time if applicable, scheduled travel time, recovery time when not designated as "released", and any non-deducted break of less than thirty (30) minutes or as designated by the FLSA; this total is work time.

D. Compute the FLSA overtime rate by dividing the daily base pay by the total work hours; this gives the FLSA overtime hourly rate. Divide this rate by two (2) and multiply the result by the work hours in excess of eight (8); this gives the FLSA overtime.

E. Add base pay, penalty pay, and FLSA overtime to determine the total daily pay.

14. The definitions contained of this Article apply only to computing pay and do not apply to other Articles of this MOU.

#### **ARTICLE 54. ACCIDENT AND INCIDENT REPORTS, DRIVER'S DAILY LOGS**

1. Operators will be required to promptly report all accidents or incidents by radio to the Dispatcher on duty.

2. Operators involved in an accident, which requires a report, must submit the accident report to a designated District official within twenty-four (24) hours from the time the accident occurred. Time required to fill out accident reports shall be considered as work time and shall be compensated for accordingly. If the operator claims in excess of thirty (30) minutes work time for filing an accident report, then said report shall be prepared by the operator on District property and in the presence of a District official.

3. Operators involved in an incident, which requires a report, must submit the incident report to a designated District official within twenty-four (24) hours from the time the incident occurred. Time required to fill out incident reports shall be considered as work time and shall be compensated for accordingly. If the operator claims in excess of fifteen (15) minutes work time for filing an incident report, then said report shall be prepared by the operator on District property and in the presence of a District official.

4. Accidents reports involving a fatality or serious injury must be submitted prior to the completion of duty on the day the accident occurred.

When bus operators are required by the District to complete a Driver's Daily Log, they shall receive an additional ten (10) minutes pay.

#### **ARTICLE 55. SAFETY COMMITTEE**

A Safety Committee shall be formed consisting of four (4) Union representatives and four (4) District representatives. Committee meetings shall be held monthly at mutually agreed times and places unless there is an agreement not to meet. The Committee shall review safety practices and shall make recommendations to the District with copies sent to the Union. The Committee shall act by a majority vote on all matters, except that each party shall select one (1) person to determine the time and place of meeting and to decide whether or not a meeting shall be held. The District will reimburse Union members of the Committee for any lost wages.

#### **ARTICLE 56. LIMITATIONS ON HOURS**

1. An extra operator after completing a tour of duty of ten (10) or more hours will not be recalled until a rest period of nine (9) hours has elapsed.

2. No operator shall exceed sixteen (16) hours of total elapsed spread time, except when a dead head passenger to his/her home division.



## **ARTICLE 57. OVERTIME PAY**

1. FLSA overtime pay at the rate of time and one-half (1-1/2) shall be paid on all hours or portions thereof worked in excess of eight (8) hours in a workday. Hours worked shall be deemed to include platform time, report and turn-in time, scheduled travel time, recovery time unless released at Division Points, Trans Bay Terminal, San Francisco lot or Stinson Beach, and any break of less than thirty (30) minutes, unless otherwise determined under FLSA.

2. Overtime for day off work shall be paid at the rate of time and one-half (1-1/2) for all base time hours or portions thereof in the workday as provided in Article 51.

3. Work outside a regular run shall be paid at the rate of time and one-half (1-1/2) for all such hours worked as provided in Article 51.

4. In the event any operators work a tripper before or after their regular assignment, they will be paid no less than a minimum of three (3) hours pay at the rate of time and one-half (1-1/2).

## **ARTICLE 58. CHARTER SERVICE**

1. Charter service will operate off the rotating extra board nearest the point of origin of the charter. Pay for charter work will be in accordance with Article 47 of this Agreement.

2. District requests for a particular driver or drivers will be honored for VIP charters only.

## **ARTICLE 59. BASIC WAGE RATES**

1. Effective May 11, 2023, the basic wage rate for operators will be as follows:

Regular Operators -- \$34.37

2. Effective September 1, 2023, the basic wage rate for operators will be as follows:

Regular Operators -- \$35.57

3. Effective September 1, 2024, the basic wage rate for operators will be as follows:

Regular Operators -- \$36.81

4. In addition to the above wage rates, 1% of wages (fully loaded) will be credited to Marin County for the purpose of preserving Marin County service. If Marin County ceases to use District bus service, 1% will be reinstated to the wages of Bus Operators at that time. If Marin County substantially reduces District bus service, the parties may mutually agree to reopen the MOU to address this issue and the continuation of the 1% credit

5. During the training period for new bus operators, the basic wage rate for trainees shall be 85% of the full-time operator rate.

6. All operators assigned a trainee for instruction either in the classroom (for the full day) or on the road, shall be paid an amount equal to one (1) hour's pay per day in addition to their regular rate of pay. No operator shall receive more than an amount equal to one (1) hour's pay in the event an operator is assigned more than one trainee for instruction.

The District agrees to use the following criteria in selection of classroom training instructors: driving record, attendance record, infraction record, testing criteria, seniority, EEO requirements, and three (3) years' minimum service as a bus operator.

7. Upon completion of training, new drivers will receive the following percentage of the basic hourly rate for regular operators:

For the first six (6) months of service: 90%

For the second six (6) months of service: 95%

Thereafter: 100%

8. Operators shall be paid biweekly, with the pay period closing on Wednesday and the operators being paid the following Wednesday.

9. The above paragraph may be amended by mutual agreement between the Union and the District.

#### **ARTICLE 60. JOB SECURITY**

1. In the event of a merger or consolidation with any other Transportation Unit or Metropolitan District, the District will make every reasonable effort to protect job equities of affected employees and seniority rights.

2. During the term of this Memorandum of Agreement, the District agrees not to reduce the number of coach operators below the level of 290 drivers solely and as a result of, and concurrently with, the expansion of the District's Club Bus System or the District's Vanpool Operation, or a combination of both. Any reduction contemplated by this Article may be by attrition only.

#### **ARTICLE 61. PICKET LINES AND WORK PROHIBITION**

1. No Union member of the District will be required to cross a picket line sanctioned by the International of a striking Union and the Central Labor Council. It is the intent of this provision that members will not cross picket lines where a common site has been established. Further, members will be expected to handle passengers so as to create the least inconvenience to the traveling public by allowing them to alight in the proximity of the pickets without interrupting activity of the pickets.

2. Supervisory employees will not be permitted to do any work performed by employees covered by this Memorandum of Agreement.

## **ARTICLE 62. UNIFORM POLICY AND ALLOWANCE**

All full-time operators shall receive \$500.00 and all part-time operators shall receive \$450.00 for uniform allowance annually. In addition, the District will provide 5 shirts annually that bus operators are required to wear. Operators may purchase more shirts at District cost if they choose to do so.

Operators on medical leave of absence or regular leave of absence will not receive a uniform allowance or the five shirts until they return to work. Payment of the uniform allowance will be made in the paycheck following the next full pay period after return to work. In the following year, payment to such a driver will be prorated based on 1/12 of the amount for each month or portion of any month worked in the preceding year.

The annual payment for uniforms will be made in the second pay period in February of each year of the Memorandum of Understanding.

Operators on probation will receive uniform allowance in the paycheck following the next full pay period after completion of first probationary period. The initial payment will be the full amount and in the second year will be prorated based on 1/12 of amount per month for each month or any part of any month worked in the previous year.

Part-time operators going to full-time will receive an additional allowance based on 1/12 of \$100.00 for each month remaining in the calendar year.

Operators returning from medical or regular leave of absence who have received a full uniform allowance in any preceding year shall, upon return to work, receive an allowance based on 1/12 of the amount for each month, or portion of a month, worked in that preceding year.

All responsibility for purchase of approved uniforms will be with the individual driver. No paid time will be authorized for the procurement of Uniforms.

## **ARTICLE 63. STANDEES**

There shall be a limit of ten (10) standees on District coaches except when operating in local service. Local service shall be defined as any schedule originating and terminating in the same county. The ten (10) standee limit shall be waived when it is necessary to accommodate wheelchair(s) and disabled passengers so that other passengers will not be required to get off the bus.

## **ARTICLE 64. MISCELLANEOUS**

It is the intent of the parties that one (1) basic wage rate for operators shall apply to all equipment operated by the District.

## **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.

## **ARTICLE 66. NO STRIKE/NO LOCKOUT**

The Union agrees that during the life of this Memorandum of Understanding there shall be no strikes, slowdowns, or any other form of work stoppage, and the District agrees that there shall be no lockouts during the life of this Memorandum of Understanding.

It shall not be a violation of this Article for an employee to refuse to cross a picket line at the place of business of a primary employer who is being picketed by virtue of a dispute sanctioned by a Central Labor Council, San Francisco, Marin, Sonoma, or Joint Council #7 of the Teamsters in the area where the picket line is located.

## **ARTICLE 67. MANAGEMENT RIGHTS**

All matters pertaining to the management of operations, including the type and kind of service to be rendered to the public and the equipment used, the maintenance of discipline and efficiency, the hire, promotion and transfer of employees, and their discharge or discipline for proper cause, are the prerogatives of the District, subject to such limitations as are set forth elsewhere in this Agreement.

**ARTICLE 68. APPLICABLE LAW AND TERM OF MEMORANDUM OF AGREEMENT**

1. The parties hereby acknowledge that this Memorandum of Agreement is subject to the provisions of the Meyers-Milias-Brown Act (Sections 3500 through 3510 of the California Government Code) and all other applicable laws of the State of California.

2. For the purpose of determining the conformance of the provisions of this Memorandum of Agreement with the applicable laws of the State of California, each provision of this Memorandum shall be deemed separate and severable from all other provisions of this Memorandum of Agreement. Should any provision or provisions of this Memorandum of Agreement be found to be contrary to the applicable laws of the State of California either by judicial decision or amendment to the applicable laws of the State of California, such provision or provisions shall be deemed void and invalid for all purposes, but all other provisions of this Memorandum of Agreement shall remain in full force and effect, unless the parties shall agree that to hold such other provision or provisions in full force and effect shall be inconsistent with the purpose and intent of this Memorandum of Agreement.

3. In the event that any provision of this Memorandum of Agreement is held invalid, which provision deals with monetary benefits to individual employees, the parties shall meet promptly concerning such provisions.

4. This Agreement became effective May 11, 2023. It will remain in effect until and including August 31, 2025, and thereafter shall automatically be renewed from year to year unless either party shall give notice in writing to the other party at least sixty (60) days prior to the end of the initial term of a desire to amend, modify or terminate the Agreement. If such notice or notices are not given, the Agreement shall be deemed to be renewed for the succeeding year.

5. The parties agree that in the event Marin County expresses an interest in having the District operate van service on behalf of Marin County, the parties may, by mutual agreement, agree to reopen the MOIL. The scope of the reopener shall be determined by mutual agreement of the parties.

IN WITNESS WHEREOF the parties have caused their names to be subscribed on this 18th day of October, 2023.

**FOR THE DISTRICT**

DocuSigned by:  
  
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MICHAEL THERIAULT  
President, Board of Directors

**FOR THE UNION**

DocuSigned by:  
  
103231DA40E2471...

SHANE WEINSTEIN  
President

DocuSigned by:

*Denis J. Mulligan*

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DENIS J. MULLIGAN  
General Manager

DocuSigned by:

*David Herrera*

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DAVID HERRERA  
Financial Secretary

**APPROVED AS TO FORM:**

DocuSigned by:

*Molly L. Kaban*

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MOLLY L. KABAN  
Labor Negotiator/Attorney

DocuSigned by:

*Amorette M. Ko-Wong*

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AMORETTE KO-WONG  
Secretary of the District

# **APPENDIX A**

**Second Addendum to The  
Golden Gate Bridge, Highway and  
Transportation District's ("the District")  
and the Amalgamated Transit Union  
Local #1575's ("the ATU")  
Tentative Agreement,  
dated March 18, 2020**



**Second Addendum to The Golden Gate Bridge, Highway and Transportation District's ("the District") and the Amalgamated Transit Union Local #1575's ("the ATU") Tentative Agreement, dated March 18, 2020**

The parties agree to modify Retiree Medical Section V.2. as follows:


Any retiree who is eligible for but declines to enroll in the District retiree medical program for any calendar year beginning with 2021 will be credited with \$3000 annually to a notional account established under an unfunded Health Reimbursement Arrangement ("HRA Plan"), subject to the following rules:

- (1) Amounts credited to the retiree's account under the HRA Plan may be used to reimburse the retiree for any expense for "medical care" within the meaning of Internal Revenue Code Section 213(d) incurred by the retiree while covered by the HRA Plan.
- (2) Unused amounts credited to the retiree's HRA Plan account do not roll over from year to year.
- (3) Only expenses incurred by the District retiree are eligible for reimbursement under the HRA Plan; expenses incurred by a retiree's spouse, domestic partner or dependent are not eligible for reimbursement.
- (4) The District retiree may continue to participate in District vision, dental and life insurance programs, with coverage for spouse, domestic partner and dependents as applicable.
- (5) While an eligible retiree is living, their spouse, domestic partner, or eligible dependent will not receive an annual \$3,000 HRA credit. Upon the death of a retiree covered by the HRA Plan who had at least 15 years of service with the District, the retiree's surviving spouse, domestic partner or eligible dependent shall be eligible to participate in the HRA Plan and receive an annual \$3,000 HRA Plan credit, subject to the same rules that apply to retirees under the HRA Plan, and the same eligibility rules that apply to survivor benefits for retirees covered by the District's retiree medical program.


This program applies only to ATU retirees. Active employees who opt out of District benefits will be subject to the same rules that have applied historically to active employees.

**The parties acknowledge and agree that these terms will be subject to renegotiation upon expiration of the MOU in 2021.**

For Golden Gate Bridge, Highway  
and Transportation District:

  
Molly Kaban                      Date      12/18/20  
Labor Negotiator

For the Amalgamated Transit Union

  
Shane Weinstein                      Date