TO: AC Transit Board of Directors
FROM: Michael A. Hursh, General Manager
SUBJECT: Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees Local 3916

ACTION ITEM

RECOMMENDED ACTION(S):
Consider the adoption of Resolution No. 17-018 confirming the approval of a Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees ("AFSCME"), Local 3916 effective April 1, 2017 through June 30, 2020, and approve the necessary adjustments to the FY2016-2017 operating budget.

BACKGROUND/RATIONALE:
The District and AFSCME negotiated for a new Collective Bargaining Agreement from November 2, 2016 to April 12, 2017, when a Tentative Agreement was reached. All terms of existing contract will remain the same but for the addition of the agreed upon proposals as provided in Exhibit A to Resolution No. 17-018.

The membership of AFSCME then ratified the Tentative Agreement on May 11, 2017. The ratified agreement is for the period of April 1, 2017 through June 30, 2020.

Board action is now required to formally adopt the ratified Tentative Agreement, and staff recommends the adoption of Resolution No. 17-018.

BUDGETARY/FISCAL IMPACT:

ADVANTAGES/DISADVANTAGES:
Approval of the Tentative Agreement will complete the process of establishing a successor labor agreement between the District and AFSCME, Local 3916 for the next three years.

There are no disadvantages to approving this agreement.

Not approving the Tentative Agreement would require the District to continue to operate without a Collective Bargaining Agreement, and force the District and AFSCME to return to the bargaining table.
ALTERNATIVES ANALYSIS:
There are no alternatives to the course of action recommended on this report.

PRIOR RELEVANT BOARD ACTION/POLICIES:
There are a number of prior resolutions approving labor contracts with AFSCME, the most recent prior resolution approving a labor contract with AFSCME was Resolution No. 14-040, approved by the Board of Directors on July 23, 2014.

ATTACHMENTS:
1: Resolution No. 17-018

Approved by: Michael A. Hursh, General Manager
Reviewed by: Denise C. Standridge, General Counsel
Claudia Allen, Chief Financial Officer
James D. Pachan, Chief Operating Officer
Prepared by: Grant M. Lee, Executive Director Human Resources
ALAMEDA-CONTRA COSTA TRANSIT DISTRICT
RESOLUTION NO. 17-018


WHEREAS, in accordance with Public Utilities Code Section 25051, authorized representatives of the Alameda-Contra Costa Transit District ("the District") and the American Federation of State, County, and Municipal Employees, Local 3916, ("AFSCME" or "the Union") engaged in good faith collective bargaining to negotiate a labor agreement; and

WHEREAS, the parties reached a Tentative Agreement on various changes, including wages and work rules on April 12, 2017 (Exhibit A); and

WHEREAS, all terms of the existing AFSCME and AC Transit Collective Bargaining Agreement not negotiated during the 2016-2017 negotiations will remain the same in the new agreement; and

WHEREAS, the Tentative Agreement was ratified by the Union’s membership on May 11, 2017.

NOW THEREFORE, the Board of Directors of the Alameda-Contra Costa Transit District does resolve as follows:

Section 1. Confirms its approval of the tentative agreement negotiated in good faith between the representatives for the District and the Union, which covers the period of April 1, 2017 through June 30, 2020.

Section 2. Directs staff to promptly prepare in cooperation with AFSCME, Local 3916, an updated Collective Bargaining Agreement containing all of the agreed upon terms, causing the same to be published and made available to the workforce and the public.

Section 3. Approves a $476,882 increase to wages and benefits in the FY 2016-17 Operating Budget. All other future adjustments to the budget resulting from the agreement shall be reflected in the appropriate fiscal years.

Section 4. This resolution shall become effective immediately upon its passage by four affirmative votes of the Board of Directors.

Section 5. This resolution shall become effective immediately upon its passage by four affirmative votes of the Board of Directors.

PASSED AND ADOPTED this 24th day of May 2017.
Attest:

Linda A. Nemeroff, District Secretary

I, Linda A. Nemeroff, District Secretary for the Alameda-Contra Costa Transit District, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the Board of Directors held on the 24th day of May, 2017, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Linda A. Nemeroff, District Secretary

Approved as to Form and Content:

Denise C. Standridge, General Counsel
U1: Section 1.1, 1.2: Recognition and Coverage
U2: Section 2.1: Rights and Responsibilities
U3: Section 2.5: Extraordinary Actions
U4: Section 3.5, 3.6: Distributions of Literature, Loss of Privileges
U5: Section 3.4: Bulletin Boards
U6: Section 3.8: Union Business Leave
U7: Section 3.11: New Employee Orientation
U8: Section 6.1, 6.2, 6.3: Resolving District Issues, Positive Problem Resolution, Grievance Procedure
U9: Section 7.1, 7.2, 7.3: Progressive Discipline
U10: Section 1.2: Recognition, Unit Determination and Clarification
U11: Section 2.2, 2.3: Non-Discrimination/Harassment, Workplace Accommodation
U12: Section 2.4: Zero Tolerance
U13: Section 3.1, 3.2, 3.3: Union Rights
U14: Section 3.7: Access to Employees
U15: Section 4: District Rights
U16: Section 5.1, 5.2, 5.3, 5.4, 5.5: Definitions, Representation, Probation
U18: Section 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8: Hours of Work
U20: Section 10.1: Holidays
U21: Section 10.3: Holiday Credits
U22: Section 11.1, 11.2, 11.3, 11.4: Leaves
U23: Section 11.7, 11.8: Administrative Leave

U24: Section 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.10, 12.11, 12.12, 12.13, 12.14, 12.5: Health and Welfare


U26: Section 15.1, 15.2: Health and Safety

U27: Section 16.1, 16.2, 16.3, 16.4: Education and Training

U28: Trauma Assistance

U30: Section 16.5: Professional Development Committee

U31: Term of Agreement


U33: Refer to Article 13 Retirement


U35: Wage Adjustment

U36: Section 11.5: Leave of Absence

U37: Section 17.1, 17.2, 17.3, 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, 17.10: Personnel Actions

U38: Section 18.1, 18.2, 18.3, 18.4, 18.5, 18.6, 18.7, 18.8, 18.9, 18.10, 18.11, 18.12, 18.13: Reduction in Force and Layoffs

U39: Section 22.1, 22.2, 22.3, 23.4, 24.5: Bargaining Unit Work

U40: Section 23.1, 23.2: Transportation Department

U41: Contract Negotiations

U42: Section 13.1, 13.2, 13.3, 13.4: Retirement
DISTRICT COUNTER OF 3-27-17

AFSCME LOCAL 3916 PROPOSAL TO AC TRANSIT

PROPOSAL #1

2016/17 CONTRACT NEGOTIATIONS

DECEMBER 15, 2016

On the date set forth below, Alameda-Contra Costa Transit District (hereinafter as the District) and American Federation of State County and Municipal Employees, Council 57, Local 3916 (hereinafter AFSCME, Local 3916 or the Union) made and entered into this Collective Bargaining Agreement (the "Agreement") as follows:

(Changes to contract are reflected in bold print)

ARTICLE 1. RECOGNITION AND COVERAGE

1.1 PURPOSE

The Union and the District agree to cooperate fully in the establishment and maintenance of harmonious and orderly relations and recognize the need for good working conditions, fair and impartial discipline and treatment of employees, and ongoing involvement in improving the District.

Towards that end, the Union and the District have entered into this Agreement whose purpose is to provide orderly relations between the District and its management, administrative and professional employees (herein "Employees") represented by the Union, and to:

- Describe rights and benefits provided through District employment and this Agreement;
- Establish procedures for the disposition of disputes that may arise and;
- Provide a mechanism for improving service to the public.

1.2 RECOGNITION, UNIT DETERMINATION AND CLARIFICATION

A. The Board of Directors of Alameda-Contra Costa Transit District (the District) recognizes ACT/AFSCME, Council 57, Local 3916 Management Employees Association (the Union) as the exclusive bargaining representative of the classifications/ positions described in Board Resolution No. 838 as
adopted on June 9, 1993, as amended, (the Unit). Such positions shall be subject to the terms and conditions of this Agreement.

TA
Tina Acree
3/30/17

TA
Grant Lee
3/30/17
2.1 RIGHTS AND RESPONSIBILITIES

The Union and District agree that both have obligations and responsibilities to see that the statutory objectives and mission of the District are attained. The District recognizes its responsibility to treat employees fairly, equitably and with dignity and respect.

The District has the duty to execute the traditional responsibilities of Management responsibilities and rights to attain this goal and the Union recognizes those District responsibilities.

The Union and the District agree to cooperate fully in the establishment and maintenance of harmonious and orderly relations and recognize the need for good working conditions, fair and impartial discipline and treatment of employees, and efficient operation.

TA
Tina Acree
3/31/17

TA
Grant Lee
3/31/17
2.5 EXTRAORDINARY ACTIONS

Articles 2.2, 2.3 and 2.4 are not subject to Article 6, Problem Solving, Arbitration and Grievance Procedures; however, if an employee who files an internal EEO complaint is not satisfied with the results, he/she may bring the complaint to the LMC for a non-binding, non-evidentiary review. The LMC shall issue a recommendation for resolution of the claim which, if agreed to by the parties and the aggrieved, shall become final and binding.

ACT Counter 12/22/16 at 10:30am

2.5 Extraordinary Actions
Article 2.2, 2.3 and 2.4 are not subject to Article 6, Problem Solving, Arbitration and Grievance Procedures.

AFSCME Counter 12/22/16 at 2pm

2.5 Extraordinary Actions

Both parties agree that issues facing the District and Employees must be resolved for the District to effectively perform the business of public transportation.

It is desirable to resolve issues whenever possible at the lowest level, improving morale, increasing communication, building trust and improving relationships in the workplace. It is highly recommended to initiate communication between the District and the employee to resolve any and all issues at the lowest level possible.

Articles 2.2, 2.3, and 2.4 are not subject to the formal grievance process and/or arbitration.

TA D
12/22/16

12/22/16
ACT Transit
3.5 DISTRIBUTION OF LITERATURE

The District shall provide access to the District's internal mail and e-mail system. All mail must be clearly marked with the name, address, and work location. Such access is limited to official union business.

The District shall provide the Union with the privilege of utilizing the District's inter-office and electronic mail as reasonably necessary in the distribution of information to AFSCME members pertaining to Union related elections, appointments, meeting dates, minutes of Union meetings, news items and social and recreational activities in accordance with District policies and procedures and any other governing regulations. Any Union inter-office or electronic mail must be reviewed and approved by the Union President or designee prior to distribution.

3.6 LOSS OF PRIVILEGES

If the Union abuses its privileges defined under sections 3.3 Use of Facilities, 3.4 Bulletin Boards, and 3.5 Distribution of Literature of this Article may be rescinded by the District should serious or recurring violations of District policies and procedures and any other governing regulations occur. The General Manager or designee shall review and make the determination to rescind and/or re-instate such privileges. It and its member representatives shall lose all privileges and access to such facilities.
3.4 BULLETIN BOARDS

The Union may use designated bulletin boards in accordance with existing District policies and procedures to post notices pertaining to Union related elections, appointments, meeting dates, minutes of Union meetings, news items and social and recreational material related to Union business, activities and services.

Where bulletin board space is not available, the District agrees to provide sufficient alternate space and/or supply bulletin boards. Any material which is posted must be authorized, dated and initialed by the Union President or designee prior to posting.

B

of all such materials must be distributed to the appropriate District representative at the time of posting.

Bulletin boards or alternate sufficient space will be provided at each permanent District premises at the following locations:

- One bulletin board on each floor of the General Office
- Division 2
- Division 3
- Division 4
- Division 6
- Central Maintenance Facility
3.8 UNION BUSINESS LEAVE

The Union shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (union leave) for a Union member. An unpaid leave of absence may be granted by the District within its sole discretion pursuant to the unpaid leave of absence provisions in the Agreement.

The District may, within its sole discretion, grant leave on a lost time basis. In that case, the employee remains on the District payroll and the Union reimburses the District the full amount of the affected employee's salary, plus an additional amount equal to the cost of salary driven benefits for all time the employee is off on a union leave up to six months annually.

Except in case of emergencies or layoff situations, Union leave shall not be terminated by the District prior to the expiration date.

Employees on a lost time union leave of absence shall suffer no loss of compensation, seniority or benefits.

Union leave up to six months annually shall be counted for purposes of determining seniority.

Employees on unpaid leave of absence or paid leave of absence for Union business shall suffer no loss of compensation, seniority and/or benefits with the exception of those identified in section 11.5 (B) 2 Effects on Benefits, Effect on Management Leave which will be prorated based on the actual number of months worked.

The Union and employees on union leave shall waive any and all claims against the District for Workers' Compensation and Industrial Disability Leave which arise while on union leave.

The District will provide the Union with two (2) – eight (8) hours paid days for training and team building annually. Up to twenty-five (25) AFSCME Members will be able to participate in each training/team building per year.
3.9 COPIES OF THE AGREEMENT

The District shall provide a printed copies copy of this Agreement to each covered employee covered under this CBA and all new employees hired into the Unit. The District and the Union shall split the cost 50/50 of all printed copies of the Agreement. There will be a maximum of 400 contracts printed by the District. The District will also provide access to the agreement on the AC Transit public website.

Tim Aven 3-10-17

[Signatures]

3/10/17
3.11 NEW EMPLOYEE ORIENTATION

This meeting shall not last more than thirty (30) minutes in duration, and shall be paid at the straight time rate of pay for the new employee and the Union President or designee.

The Union shall notify the District of the date and time for new employee orientation meetings at least three (3) business days in advance.

The Union President or designee may meet with new employees to introduce employees to the Union and the Union contract. This meeting shall not last more than thirty (30) minutes in duration.

Upon implementation of the new AC Transit Onboarding Program, the District agrees to provide time in new hire orientation presentations for the Union President or designee to meet with the new employees represented by AFSCME to introduce the employees to the Union in lieu of the meeting described above. The District shall notify the Union of the date and time for new employee orientation meetings at least three (3) business days in advance.
ARTICLE 6. PROBLEM RESOLUTION AND GRIEVANCES

6.1 RESOLVING DISTRICT ISSUES

The parties agree that issues facing the District and the Union generally as well as issues facing departments or divisions must be resolved in order for the District to effectively perform its business.

6.2 POSITIVE PROBLEM RESOLUTION SOLVING MODEL

The parties agree that it is desirable to resolve issues whenever possible before they become grievances at the lowest level, to strive toward improving morale, increasing communication, building trust, and improving Labor and management relations by using the Labor Management Committee (LMC) problem-solving model. The LMC problem-solving model may be used at the department/division level or to address District-wide issues.

Both parties may agree on the establishment of a Labor Management Committee to improve communications, build trust, improve morale, and to discuss and explore new ideas on improving the work environment.

6.3 NON-MANDATORY SUBJECTS OF BARGAINING

Although the District may agree to discuss non-mandatory subjects of bargaining at the division or department level and/or at the LMC, by doing so, it does not agree to submit the issue to grievance arbitration; should there be no resolution or if an LMC deadlock occurs—(Article 6.8)

6.4 DEPARTMENT/DIVISION PROBLEMS:

A. The parties agree the operational issues facing individual departments, divisions or which cross departmental/division lines should be addressed by the appropriate managers and employees directly affected by the issue.
B. Problem solving discussions at the department/division level are not a forum to address contract violations, personnel or individual problems or discipline. Therefore, attendance of a Union representative at these discussions shall be by invitation. Either party may request the attendance of a Union Representative; however, attendance shall be by mutual agreement.

C. Before a proposed resolution can be implemented or become effective, a copy must be forwarded to the LMC to determine if the resolution is consistent with the Agreement.

D. The LMC may review issues that have not been resolved at the department or division level by placing them on the next LMC agenda, unless otherwise agreed to in writing by the parties.

6.5 LABOR MANAGEMENT COMMITTEE

A. The District and Union agree that the Labor Management Committee is an ongoing problem solving forum designed to institutionalize the problem solving model to administer this Agreement. The parties understand that in order to make the problem solving model work, both parties must have a sincere desire to resolve the issue without resorting to the grievance arbitration process.

B. LMC Meeting:

1. The LMC shall meet once a month unless the parties mutually agree to have more frequent meetings or postpone a monthly meeting as business requires.

2. A mutually developed agenda will be distributed to the parties in sufficient time before the scheduled meeting to adequately prepare to discuss the issues.

3. Agenda items shall be prioritized. Items that have a lower priority shall remain on the agenda for future meetings or be placed in the "parking lot."

4. At the monthly meetings, the participants will review and discuss the agenda item(s).

5. In order to provide consistency the LMC shall consist of an equal number of core representatives from the Union and the District who have the authority to act on behalf of the parties or to effectively recommend action to the appropriate decision maker.

6. The core representatives shall include four (4) voting members for each party or their designees. Participants may be added by mutual agreement.

7. Meeting protocol and ground rules:
   (a) Meetings shall start on time.
   (b) Meetings shall be scheduled at regular intervals, e.g., fourth
Monday,

(c) Meetings shall be held in the same place unless the parties agree to an alternate site.

(e) There shall be no yelling, screaming, carrying on or personal attacks.

(e) Participants shall be prepared to discuss and take appropriate action on agenda items.

(d) There shall be one person who is designated to move the meeting along and remind the participants to remain on point.

(g) Meetings may be used as a time to conduct more extensive discussion on a particular problem.

(e) All necessary people will be requested to attend the meeting; however, appropriate action may be taken in their absence.

(l) Representatives are expected to attend and remain during the meeting unless agreed to by the parties.

6.6 FINAL AND BINDING DECISIONS

A decision which is consistent with this Agreement which is reached at any step of the problem solving model and which is mutually agreed to by the parties shall be final and binding on all parties to this Agreement and shall be reduced to writing.

6.7 JOINT COMMITTEES

Either party can request that the LMC establish a joint committee. The parties may agree to use joint committees as a vehicle to implement any or all of the collective bargaining agreement or to address clearly defined issues or gather information regarding a specific matter and develop joint recommendations and/or options for solving issues brought to the LMC. All joint committees shall have a clearly defined purpose, parameter and a time line. All joint committees are merely advisory in nature and not a decision making body.

6.8 LMC REVIEW

A. An unresolved issue from the department or division level may be reviewed pursuant to Article 6.5.

B. Following the Skelly hearing a disciplinary matter involving an adverse action as defined in Art. 7.3(C) may either be appealed to the LMC or processed through the grievance procedure outlined herein at the discretion of the employee or Union.
C. Either party may request that the LMC review an alleged contract violation provided the item is placed on the LMC agenda within twenty (20) working days of the date when the party knew or should have known of the date of the event giving rise to the issue.

D. Unless otherwise agreed to in writing, the LMC shall review the issue or discipline in an attempt to settle the issue or discipline using the agreed-upon problem solving model.

E. If the LMC is not able to settle the issue or discipline and a deadlock is reached, the LMC shall issue a written decision within ten (10) working days of the close of the LMC meeting.

6.9 EXPEDITED LMC

A. Upon written request of either party, the LMC shall be convened within five (5) working days of receipt of the request, unless otherwise agreed to in writing by the parties. The purpose of the expedited LMC shall be to handle critical or time sensitive issues in an expeditious manner. Both sides shall cooperate fully in carrying out the LMC process in an expedited manner.

B. All other time limits applicable to the LMC shall apply to the expedited proceedings.

6.10 REFERRAL OF GRIEVANCE TO ARBITRATION

A. Any dispute regarding the violation of this Agreement or an adverse action that deadlocks at the LMC may be grieved by the District or the Union within ten (10) working days following the date of the LMC meeting at which the deadlock was reached.

B. The grievance must be presented in writing to the Labor Relations Department if filed by the Union and the AFSCME President and Business Agent if filed by the District. A grievance shall be considered arbitrable only if it alleges in writing a violation of specified Articles or Sections of the Agreement which are arbitrable and is dated and signed by the filing party.

C. In the event the employee or Union elects to bypass the LMC process and proceed directly to the grievance procedure for an adverse action, the Union shall present the grievance in writing to the Labor Relations Department (and/or a designated representative) within ten (10) working days of the Skelly decision.

The Labor Relations Department shall convene a grievance hearing with the grievant, his/her representative, and the department
representative(s) within ten (10) working days after receipt of the grievance. The Labor Relations Department shall issue a written decision within ten (10) working days following the grievance hearing.

If the grievance is not settled on the basis of the foregoing procedure, the Union may submit in writing a request for arbitration within ten (10) working days following the receipt of the written reply from the Labor Relations Department.

D. After a referral to arbitration, the parties shall promptly meet in an attempt to agree upon an arbitrator. In the event the parties are unable to agree upon an arbitrator, the matter will be referred to the State Mediation and Conciliation Service for a designation of a list of prospective arbitrators. Upon receipt of the list of arbitrators, the parties shall promptly meet to select one arbitrator from the list. The arbitrator shall be decided by mutual agreement, if possible. In the event the parties fail to agree, the arbitrator shall be selected alternately striking names on the list, the first strike to be determined by a toss of a coin.

Either party may reject a list submitted by the State Mediation and Conciliation Service and request a subsequent panel of arbitrators. Upon receipt of the second panel, the identical procedure set forth above shall be followed to select any arbitrator. Such arbitrator, with fees and expenses paid equally by the Union and the District, shall be commissioned to hear the case. The arbitrator shall be advised that time is of the essence in rendering the decision and that the parties expect a written decision within thirty (30) days of submission of the case.

6.11 TIME LIMITATIONS

A. Failure to present or advance an issue or grievance within the time or times specified in the foregoing provisions set forth in this Article or within any written extension of time, will result in the issue or grievance being automatically closed upon the basis of the last disposition.

B. In the event the District fails to meet a time limit specified herein, the grievance shall automatically be advanced to the next step.

C. In computing time limits, Saturdays, Sundays and holidays shall be excluded.

D. Time limits may be extended only by written mutual agreement.
6.12 — AUTHORITY OF THE ARBITRATOR

A. Authority: The arbitrator shall have authority to interpret and review the application of the Agreement, but the arbitrator shall have no jurisdiction to construe the scope or extent of the arbitration procedure and shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement in any way. The arbitrator shall consider and decide only the particular issue(s) presented in writing by either party. The arbitrator’s decision and award shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance. If the matter sought to be arbitrated does not involve interpretation of the terms or provisions of this Agreement which has not been reviewed to deadlock by the LMC, the arbitrator shall so rule and the matter shall not be further entertained by the arbitrator. The decision of the arbitrator is final and binding on the parties.

B. Modified Discipline: The arbitrator in discharge matters shall have authority to sustain the decision of discharge, order reinstatement, impose a lesser discipline, or any combination thereof.

-GRIEVANCE PROCEDURE-

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

Section 41: General Rules and Procedures:
At any point in the grievance process the parties may mutually agree to extend the timelines. The party’s request for an extension must be in writing and will not be unreasonably denied by either party. In any case, mutually agreed extensions shall not extend beyond ninety (90) calendar days.

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

An employee may request Union Representation at any stage of the grievance procedure. Time limits may be modified at any step by written request and mutual agreement so long as such
request is made before the time limit has expired. The party’s request for an extension must be in writing and will not be unreasonably denied by either party.

Section 4.2. Grievance Defined
A grievance is defined as, and is strictly limited to, disputes which arise concerning the interpretation or application of the specific terms of this Agreement, Board Policies, Administrative Procedures as well as including adverse entries, discharge/terminations, suspensions and/or demotion of employees.

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

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

a. Written counseling, counseling reprimands, written reprimands, and performance evaluations are appealable only to the next higher level of supervision, as they are not subject to the grievance process.

Employees are entitled to representation during the grievance process. An employee shall not be entitled to file or represent their own grievance without a Union representative. Employees shall have the right to represent their own grievance or do so through a Union representative. If an employee chooses to take the grievance on their own, it shall be at the employee’s expense.

A grievance is any dispute between the District and the Union and/or their membership concerning the interpretation of application of this Agreement; or interpretation or application of rules, regulations, and/or Board policies governing personnel practices or working conditions within the scope of representation, or the interpretation, application, or practical consequences of a District decision primarily relating to the wages, hours and other terms and conditions of employment within the scope of representation.

Matters excluded from the grievance process include: oral counseling and release of an employee (newly hired to the AC Transit family) during their initial probationary period.

Employees are entitled to union representation during the grievance process. Employees shall have the right to represent their own grievance or do so through a Union Steward. If an employee chooses to take the grievance on their own, it shall be at the employee’s expense.

Documents of a disciplinary nature or negative performance reports shall be removed from the employee’s file at the written request of the employee, after a period of two (2) years, unless the District can show that the behavior has not changed or improved. Adverse entries on the employee
record/personnel file of more than one (1) year old shall not be admitted into evidence or considered to support the charges at any level of the grievance or arbitration procedures. The one (1) to two (2) year limitation will not apply to previous disciplinary actions related to egregious conduct, such as harassment in all forms, including sexual harassment, retaliation, potential criminal activity, violence, and willful destruction of property or potential injury to the employee or others.

Section 32. Informal Grievance Procedure

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

Step 1 - Initiating Grievance:

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

- If the employee is unable to resolve the issue informally through communication with the Direct Supervisor within fifteen (15) business days of the occurrence or discovery of the occurrence, the AFSCME Union Steward must submit the grievance in writing. The grievance must contain a description of the alleged violation referencing the specific section of this Agreement section of this agreement that is considered to be in violation was violated, and a potential resolution. The written grievance must be given to the Department Manager/Superintendent and the AFSCME Union President. Once the written grievance is received by the District, the employee shall meet with their immediate District Manager/Supervisor and the Union Steward shall meet to formally discuss the issue(s) giving rise to the grievance. The employee or Union Steward must complete a grievance form. A copy of the completed grievance form must be given to the District Human Resources Director and the Union President.

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

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

If a resolution is not achieved, the AFSCME employee and/or Union Steward may file a second Step grievance. The second Step grievance must be filed by the Union in writing within ten (10) business days from the date the Step 1 decision was rendered by the District.

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

At any time in the formal grievance process the failure of the Employee or the Union Steward to adhere to the time limits set forth in the MOU this agreement shall cause forfeiture for their case. If a resolution is not achieved, the grievance process must may be initiated by the Employee or the AFSCME Union Steward or Union President filing an appropriate submission to the Step 2 grievance. Forms in writing, with the Human Resources Director/Labor Relations Manager or designee. Copies of all grievances and corresponding documentation shall be provided to the Human Resources Director/Labor Relations Manager or designee, and the AFSCME Union President.

Section 3. Formal Grievance

Step 2 - Appeals:

Step 2 - Appeals: Human Resources or Designee

Within ten (10) business days of the receipt of the informal Step 1 decision, a discovery of an alleged grievance violation, involving multiple AFSCME members, the formal Step 1 grievance process must may be initiated by the Employee or the AFSCME Union Steward or Union President filing an appropriate submission to the Step 2 grievance. Forms in writing, with the Human Resources Director/Labor Relations Manager or designee. Copies of all grievances and corresponding documentation shall be provided to the Human Resources Director/Labor Relations Manager or designee, and the AFSCME Union President.

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

The Human Resources Director/Labor Relations Manager or their designated representative/designee shall issue a written decision on Step 1 of the Step 2 grievance process in writing within ten (10) business days of the Step 2 grievance meeting. The
decision will be maintained in the Labor Department, with a copy provided to the Union President.

**Step 32: General Manager or designated representative (Designee):**
Within ten (10) working days of the Mediator’s recommendation for resolution or the Step 1 decision if mediation is not utilized, and with concurrence of the Union Steward, if the grievant is not satisfied with the decision at Step 1, the grievant may, within ten (10) working days, the formal grievance procedure may be submitted to the General Manager or designee. A meeting with the Union Steward and applicable Manager(s)/Directors shall take place for the purpose of attempting to resolve and/or clarify the issues of the grievance. The General Manager or designee or their designated representative shall issue a decision within ten (10) working days after the final meeting at Step 32.

**Decision/Recommendation:**
If the Union or grievant is not satisfied with the decision of the General Manager or designee, their designated representative, the Union or grievant will, within ten (10) fifteen (15) working days after receipt of the Step 32 decision request in writing that the grievance be referred to an impartial arbitrator. The Union or the employee may take a matter to arbitration. If the employee takes a matter to arbitration without Union concurrence the employee will be responsible for all costs associated with the Arbitration.

At any time in the formal grievance process the failure of the Employee or the Union Steward to adhere to the time limits set forth in the MOU shall cause forfeiture for their case. At any time in the formal grievance process the failure of the District to adhere to the time limits set forth in the MOU shall automatically move the grievance to Step 2; if the grievance is already at Step 2, it will automatically proceed to arbitration at 100% District expense.

**Section 433 - Arbitration:**
If the Union determines the result of the Step 22 decision is unfavorable, the Union may file an appeal to arbitrate. The Union must request an arbitration hearing within ten (10) business days of receiving the Step 2 response from the District. Upon appeal, an arbitrator shall be selected from a list of nine (9) names supplied by the State Conciliation Service or by mutual agreement. The Union or employee and/or the District representative shall alternately strike one (1) name from the list until one (1) name remains. The arbitration shall have their decision within 90 calendar days of the hearing. Any costs associated with the Arbitration, including a court reporter if requested, will be split equally between the District and the Union.

The third-party arbitration shall be binding upon both parties. However, the arbitrator shall have no authority to modify, amend, revise, add or subtract from any of the terms or conditions of this agreement.
Arbitration shall be scheduled during normal District office hours.

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

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

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

Section 4: General Rules and Procedures:
At any point in the grievance process the parties may mutually agree to extend the timelines. The party's request for an extension must be in writing and will not be unreasonably denied by either party. In any case, mutually agreed extensions shall not extend beyond 90 calendar days.

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

TA  
Tina Acree  
4/3/17

TA  
Grant Lee  
4/3/17
PROGRESSIVE DISCIPLINE

The District maintains a progressive system of discipline. Progressive discipline is described as training, monitoring, counseling, or discipline which is corrective in nature and not punitive, molds, and strengthens job performance or ultimately separates a person from employment. Progressive discipline is designed to change an employee's on-the-job behavior by providing management with a step-by-step process for rehabilitating the employee who is not meeting the standards of the job. At the same time, it defines the graduating consequences of violating work rules or of continued substandard performance. The purpose of this approach to employee discipline is to assist an employee in correcting his/her unacceptable behavior or performance and to assist management in establishing a framework for a documented case to discipline an employee who does not meet the standards of the job.

COMMUNICATION:

It is the responsibility of District management to monitor the performance and conduct of the employees they supervise on a regular and ongoing basis and to communicate problems to employees as set forth below, in a timely manner. Progressive discipline depends on clearly stated standards and expectations, timely notice of performance problems or the violation of District work rules and/or policies, and timely response by the employee to correct the problems or violations.

STEPS IN PROGRESSIVE DISCIPLINE:

Steps in progressive discipline may be skipped in appropriate cases provided the case has been reviewed by the Chief Human Resources Officer or designee prior to issuance of the discipline. Progressive steps of discipline are a guideline and not a right. Based on review of the situation, the Executive Director of Human Resources or designee may skip a step or steps in progressive discipline based on the severity of the case.
The completion of a review required by this Article shall be noted on the disciplinary document by initials of the reviewer or some other comparable means.

If progressive steps of discipline were not followed, this will documented in writing to the employee(s) that are involved in the disciplinary process.

**Progressive steps of Discipline are as follows:**

**Informal Corrective Action:**

Employees are expected to know how to perform their job. The supervisor has responsibility to discuss the offenses that may lead to discipline with the employee. Discussions of this type shall be held in private between the employee and the supervisor. Such discussions are not considered discipline and are not grievable. Following the discussion, the supervisor will notify the Union President with the date and subject matter of the discussion. While such discussions may not be cited as an element of a prior adverse record in any subsequent disciplinary action against the employee, they may be included where relevant and timely, relied upon to establish that the employee has been made aware of their obligations and responsibilities.

**Formal Discipline:**

A. **Counseling:** Employees are expected to know how to perform their job. Assessments will be made to determine if training can be of assistance in improving an employee's performance. After being verbally counseled about a job-performance problem or the violation of District work rules and/or policies, employees shall be afforded an opportunity to improve and correct their behavior.

B. **Written Warning:** An employee who has not shown adequate improvement shall receive a written warning that documents the current issue(s), the previous counseling, needed improvement, and may be needed with including a time line for improvement and specific standards and goals to meet. Periodic meetings with the employee's direct supervisor/manager will be established to track progress. A proposed written warning shall be reviewed by the assigned Labor Relations representative, Human Resources Director, and representative of the Labor Department prior to issuance.

The employee receiving a written warning may submit a response that will be included with the written warning in the employee's personnel file.

Alternatively, if the employee disagrees with the written warning, the employee may request that the Labor Relations
Department, convene a hearing with the employee, his/her representative, and the department representative(s) within fifteen (15) working days after receipt of the written warning. The Labor Relations Department representative will issue a decision within ten (10) working days.

file a grievance based on the time line in accordance with the procedures outlined in Article 6.

**GB. Adverse Action:** Adverse action shall be defined as a suspension without pay, reduction in pay, demotion, dismissal or a performance postponed step increase (See Article 9.2.B). Before taking adverse action against an employee, the employee must:

1. Receive a preliminary written notice of the proposed action stating the date it will be effective and the specific grounds and particular facts upon which the action is based.

2. Receive any known written material, reports, and/or documents upon which the action is based.

Except in unusual circumstances, the notice will be issued within forty-five (45) days of the incident [OC510] giving rise to the proposed disciplinary action.

**DC. Skelly Conference:** Within five (5) working-business days of receipt of the notice of an adverse action, an employee may request a Skelly Conference with his/her supervisor or designee or provide a Skelly response in writing in lieu of a hearing. The request or response must be in writing. If a Conference is requested, it must be held within five (5) working-business days of the receipt of the request and held within fifteen (15) calendar days of making the request. An extension may be requested by either party in writing agreed to in writing. Requests will not be unreasonably denied by either party. No harm will be imposed on an employee if there is an extension mutually agreed upon [DC511].

The employee may be accompanied by a Union representative or Steward or Representative [DC512] at the Conference. The Skelly Conference is a meeting where the employee has an opportunity to present any additional facts or mitigating circumstances he/she wishes the District representative or Skelly Officer to take into consideration; however, the Skelly Conference is not an evidentiary hearing. The employee may bring, but may not compel the attendance of supporting witnesses. Within ten (10) working-business days following the conclusion of the Skelly Conference, the supervisor or designee Skelly Officer shall issue a written decision to the employee and the Union Steward/Representative and the
District employees stating the effective date if the discipline is upheld. If needed, an extension of time to issue the decision must be mutually agreed to in writing. The parties will not unreasonably withhold agreement.

ED. Any adverse action which the Union and the employee believes is not supported by just cause, must be appealed to the LMC or processed under the grievance procedure outlined in Art. 6.10(C). before being advanced to arbitration. Will follow the outlined grievance procedure and time line in Article 6. Based on adverse action being taken, the Union would file a grievance beginning at the formal level. The matter must be appealed within ten (10) working days of the date of the decision upholding the intended disciplinary action following the Skelly Conference. If there was no Skelly Conference, the matter must be appealed within ten (10) working days of the date of the Notice of Intent to Discipline.

FE. Immediate Suspension/Adverse Action Without Pay

1. Upon approval of the General Manager, an employee may be suspended immediately without pay for the following reasons:

   - Being under the influence of, or in possession of alcohol or a controlled substance and/or illegal narcotics or marijuana on District property or in a District vehicle in violation of District policy.
   - Use, display or possession of a firearm on District property or in a District vehicle.
   - Sexual harassment and/or sexual misconduct.
   - Theft or embezzlement of money and/or District property.
   - Physical assault and/or fighting.
   - Gross misconduct.
   - Threats of physical harm or violence.

2. The District shall schedule a Skelly Conference within five (5) working business days, to be held within fifteen (15) working business days of the suspension-adverse action notice to determine if there is sufficient just cause for the suspension/discipline. An extension may be requested by
either party in writing. Requests will not be unreasonably denied by either party.

3. If the adverse action to suspend is upheld, the employee will have the right to appeal the action to the LMC or to using the grievance procedure as outlined in Article 6 [DCS12][AD13]. If needed, an extension of time to issue the decision must be mutually agreed to in writing [DCS20]. The parties will not unreasonably withhold agreement. Based on adverse action being taken, this would begin with the formal grievance process.

4. If the adverse action to immediately suspend is not upheld, the employee will be returned to work and made whole. The District may choose to go forward with disciplinary action.

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3/16/17
Jrakers
Grant Lee
AFSCME Counter March 27, 2017 to District Counter (#2) – 3/2023/2017 to AFSCME Local 3916 Proposal to AC Transit

Proposal #10

2016/17 Contract Negotiations

January 12, 2016

1.2 RECOGNITION, UNIT DETERMINATION AND CLARIFICATION

*Section 1.2 A was covered in AFSCME Proposal #1 from 12/15/16*

B. The determination of whether a new or modified classification/position is within the Unit shall be based on:

1. The criteria/standards established in as a result of the management team findings in accordance with Resolution No. 838 (Appendix A), i.e.: by the Unit Determination:
   - Whether a particular classification/position is crucial to the negotiation, grievance and/or disciplinary processes involving the Unit, or
   - Whether a particular classification/position is in a support position for one of these classifications and handles materials related to negotiations/grievances and/or the disciplinary process involving the Unit,
   - Whether a particular classification/position is crucial to the negotiation, grievance and/or disciplinary processes involving the Unit; or
   - Whether a particular classification/position is in a support position for one of these classifications and handles materials related to negotiations/grievances and/or the disciplinary process involving the Unit.

2. Comparing the duties and responsibilities of each new or modified classification with the duties and responsibilities of classifications in the Unit and those out of the Unit to determine whether the new or modified classification is essentially more similar in character, function, and scope to classifications in the Unit or to those out of the Unit.
In the event that the Board repeals or adopts changes to Resolution No. 838, including attachments, or implements a new Board Policy on the determination of representation for new or modifications to classifications/positions during this contract, the District will provide a minimum of fifteen (15) calendar days' notice, then both parties agree to set up a meeting to meet and discuss the changes.

C. The parties recognize the need for flexibility in determining if a classification and/or position within a classification continues to be included in or excluded from the Unit based on changes in the classification's/position's duties and/or responsibilities.

D. If either party believes there should be a change in whether the classification/position should be included or excluded, the parties shall review the job content of the position/classification through the Labor Management Committee (LMC) to meet and discuss in an effort to reach mutual agreement. Should the parties not reach a mutual agreement, the District reserves the right to make the determination. Should the parties not reach a mutual agreement, the District reserves the right to make the determination.

E. In the event that agreement cannot be reached on whether a position/classification shall be included or excluded from the Unit, both parties agree, the issue may be mediated through the State Mediation and Conciliation Service (SMCS) on an expedited basis. If no agreement is reached following mediation, the issue may be moved for a formal hearing before the SMCS. If the District moves the issue forward, the position/classification shall remain in the Unit until a final resolution is reached; if the Union moves the issue forward, the position/classification shall be removed from the Bargaining Unit until a final resolution is reached.

If it is determined that a position or classification has been improperly removed from the Bargaining Unit the District agrees to reimburse AFSCME for lost dues.

[Signatures]

T.A.

3/27/17
2.2 NON-DISCRIMINATION/HARASSMENT

The parties agree that the provisions of this Agreement shall be applied equally to all employees without discrimination as per current federal and California discrimination laws.

The District recognizes the right of employees to fair and equitable treatment. The District will not condone harassment, including sexual harassment, by its employees. Harassment may include, but shall not be limited to, use of abusive language, racial and ethnic slurs, and sexual advances or slurs.

2.3 WORKPLACE ACCOMMODATION

a. The parties recognize that the Americans With Disabilities Act ("ADA") and/or the Fair Employment and Housing Act ("FEHA") (the Acts) may require accommodations for individuals protected under the Acts, and that because these accommodations must be determined on an individual, case-by-case basis, the provisions of this Agreement may need to be waived to accomplish the accommodations required by the Acts. Should it be determined that any provisions of this Agreement must be waived in order to undertake required accommodations for an individual protected by the Acts, either party will provide the other with written notice of its proposed waiver. All waivers of any provisions of this Agreement in order to undertake required accommodations will be by the mutual agreement of both parties. Waivers of provisions of this Agreement will be made only when necessary to comply with mandatory provisions of the Acts. The Union agrees it will not arbitrarily or unreasonably withhold consent. Any accommodation provided to an individual protected by the Acts shall not establish a precedent or a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

b. Light Duty — The District recognizes the importance of getting employees back to work after an injury. The District also recognizes the improvement in the healing process and increased morale in helping employees transition back to work using light-duty. Every effort will be made to provide light duty to employees. Light Duty
will be accommodated based on the employees’ treating physician’s written description of the employee’s limitations. (Refer to Section 12.7 MODIFIED DUTY RETURN TO WORK PROGRAM)

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Tina Awer

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/Sig Lee
Grant Lee
2.4 ZERO TOLERANCE FOR WORKPLACE VIOLENCE

The Union and the District agree to abide by Board Policy 218, Zero Tolerance for Workplace Violence including all updates to this policy approved by the Board during the term of this agreement.

The Union and the District agree to abide by Board Policy 201, Anti-Bullying and Prevention of Abusive Conduct in the Workplace, which is attached hereto as Appendix X, and by this reference incorporated herein, including all updates to this policy approved by the Board during the term of this agreement.
ARTICLE 3. UNION RIGHTS

3.1 UNION MEMBERSHIP/DUES

A. Membership: Membership in the Union is not compulsory. Employees shall have the right to join, or not join, maintain or drop their membership in the Union. Neither party shall discriminate against any employee as regards to union membership or non-membership.

B. Dues: As this Agreement has been made for the benefit of all employees in the Unit, both members and non-members of the Union, it is fair that each Unit employee pay his/her own way and assume his/her "Fair Share" of the obligation along with the equal share of rights and benefits.

1. Current Employees: All current permanent employees and temporary hires employed for 30 or more calendar days who perform bargaining Unit work shall, as a condition of continued employment, become a member of the Union or pay a "Fair Share Fee" equal to the monthly dues of the Union.

2. New Hires: Within 30 calendar days of employment, all permanent employees, temporary hires, or employees promoted into the Unit covered by this Agreement shall, as a condition of continued employment, either become a union member of the Union, agree to pay a "Fair Share Fee" equal to the monthly dues of the Union, or exercise rights under section C below.

3. Acting Employees: Employees who are members of another bargaining Unit who are acting for thirty or more days in a classification represented by AFSCME shall have his/her dues paid by the District.

C. An employee who is a member of a bona fide religious body or sect with tax exempt status and which had historically held conscientious
objection to joining or financially supporting any public employee organization will, as a condition of employment, in lieu of membership dues or a "Fair Share Fee," pay sums equal to such dues or fees to one of the following funds:

- Friends of AC Transit
- Marcus Foster Educational Institute

1. As a condition of continued exemption from the provisions of this Article, in January of each year, the employee shall provide the District Executive Director of HR, Director of Business Operations and AFSCME Business Agent with a written statement of objection along with verifiable evidence of membership in a bona fide religious body or sect.

2. For employees covered by the "contribution" requirements under Article 3.1.C., the District shall make payment through payroll deduction and forward the amount to the selected fund.

D. Dues Deduction:

1. Authorization Form: Each pay period the District shall deduct an amount equal to one-half of one month's current and periodic Union dues or "Fair Share Fee" or contribution based on a uniform dues schedule from the pay of each employee or temporary hire who has heretofore or shall hereafter voluntarily execute and deliver to the District a valid withholding form. The District shall deduct the "Fair Share" fees from the employment agency invoice for temporaries hired from agencies. Effective with the bi-weekly payroll transition (Article 9.10), dues deductions will be calculated based on the prevailing semi-monthly dues rate multiplied by 24 and subsequently divided by 26.

2. Certification of Dues: The Union shall notify the District in writing 30 days in advance of the amount of the dues, and any changes thereto.

3. Terms of Payroll Deduction: For employees covered by the "Fair Share" requirements under Article 3.1.B., revocation of dues check off authorization shall not revoke the obligation to tender to the Union uniformly required dues, "Fair Share Fees" or contributions required as a condition of continued employment on a monthly
basis. Failure to comply will result in termination as set forth in Article 3.1.E., below.

4. **Remittance to Union:** Except as set forth in Article 3.1.C., all sums deducted by the District shall be remitted to the Union at its designated address within two (2) weeks of each pay date, together with a list of names of each employee for whom a deduction was made and the amount of such deduction.

5. **Hire List:** On the last day of each calendar month, the District shall furnish a list of the names in accordance with Article 3.2., Information Provided, of all permanent employees and temporary hires hired into the Unit and job classifications that have been hired since the last pay day of the preceding month.

6. The District shall allow a payroll deduction for AFSCME political contributions, as long as allowed by current law. Any worker may sign and deliver to the District an authorization card for payroll deduction of voluntary contributions to Public Employees Organized to Promote Legislative Equality (PEOPLE) program. The District agrees to remit monthly to the Union all monies deducted for PEOPLE accompanied by a list of employees for whom such deductions have been made. Such authorization may be invoked or revoked in writing by the employee at any time. AC Transit assumes no obligations or liability, financial or otherwise pursuant to payroll deductions other than those specified in this agreement and in applicable law.

E. **Enforcement:** Employees and temporary hires who do not comply with the provisions of this Article shall be terminated in accordance with the following procedures.

1. The Union shall promptly notify by letter all employees or temporary hires who have failed to comply with this section, explaining that he or she is delinquent and specifying the amount of delinquency. The notice shall also advise the employee that unless such dues, "Fair Share Fee" or contribution is remitted to the Union as required within thirty (30) calendar days, the individual will be reported to the District for termination as provided in this Article.

2. The Union shall furnish the District with written proof that the procedure of Article 3.1.E.1. has been followed or shall supply the District with a copy of the letter sent to the employee and notice of non-compliance with the request. The Union must
specify the following written notice when requesting that the District terminate the employee:

The Union certifies that (name of the employee) failed to tender either uniformly required Union dues, "Fair Share Fees" or contribute as a required condition of continued employment under the Agreement, and that under the terms thereof, the Union requests that the District terminate the employee.

3. Within 30 calendar days of receipt of this notice the District shall notify the individual in writing by certified mail of his/her obligation under this Article and request the person to comply with the requirements within 5 working days from receipt of the notice or in no event no more than 8 calendar days from the date of mailing. A copy of the notice shall be sent to the Union. Should the person fail to comply, the District shall notify the employee in writing (second notice) that he or she will be terminated after 5 working days of receipt of the notice or in no event more than 8 calendar days from the date of mailing. A copy of this second notice shall be sent to the Union. Should this matter not be resolved within 5 working days from receipt of the notice or in no more than 8 calendar days from the date of mailing, the District shall terminate the employee.

F. Maintenance of Membership—Any employee who is a Union member and is tendering dues through payroll deduction as of the date of execution of this Memorandum of Understanding (MOU), or who becomes a Union member during the term of this MOU, shall remain a member and continue dues deduction for the duration of this MOU and each subsequent MOU thereafter.

F. Maintenance of Membership—Any employee who is a Union member, in a covered classification under this contract and is tendering dues through payroll deduction as of the date of execution of this contract bargaining agreement (CBA), or who becomes a Union member during the term of this MOU/CBA, shall remain a member and continue dues deduction for the time they are in a covered classification of this CBA, subject to applicable law or the provisions established in Article 3 of this CBA, and through the duration of this MOU and each subsequent MOU thereafter.

3.2 INFORMATION PROVIDED

The District agrees to provide the Union with the following information:
A. All relevant non-confidential information requested by the Union in the course of investigating disputes that arise from the application or interpretation of this Agreement in a timely manner.

B. On a monthly basis, a list of all employees in the Unit and a listing of all temporary hires or non-Unit permanent employees performing Unit work on a temporary basis. Two copies of this list shall be provided, one to the AFSCME President and one to the AFSCME Business Agent.

C. A list of all employees in the Unit, with badge number and reporting department/division. Said list shall be provided once per year, but no later than June 30th of each year. Two copies of this list shall go to the AFSCME President and one copy to the AFSCME Business Agent.

D. Copies of all bulletins and/or notices implementing any policy that affects the terms and conditions of employment shall be provided to the AFSCME President and the AFSCME Business Agent two (2) a minimum of ten (10) working business days prior to general distribution to employees.

E. Notice of all starting salaries for new hires and changes to salaries due to promotions, acting positions, lateral transfers and demotions on a monthly basis shall be provided to the AFSCME President and the AFSCME Business Agent.

3.3 USE OF FACILITIES

A. The District will permit use of the Board of Directors' chambers for monthly meetings of the Union's membership. Such use shall be subject to the operating needs of the District and pursuant to District policy on use of its facilities. Wherever possible, such meetings shall be held after normal General Office business hours. The Union must make prior written request in accordance with District procedures. It is the responsibility of the Union to determine if permission has been granted for use.

B. For the duration of this Agreement the District shall provide two Union designated parking spaces in the secured parking area of the General Offices to be used by the AFSCME President or designee and the AFSCME Business Agent or designee.

C. Subject to availability, prioritized by District operational needs, and approval by the General Manager, the District will strive to provide AFSCME an office space at the ACT General Offices with the ability to store and lock confidential files. The office space will be accessible to the AFSCME President, and the Business Agent when accompanied by the AFSCME President. Both parties understand that operational needs may result in any office space provided for use by AFSCME to be
revised repurposed for District use at the discretion of the General Manager with a minimum of 30 days prior written notification to the AFSCME President and Business Agent. The office will have the ability to be locked.

TA
Tina Acree
March 30, 2017

TA
Grant Lee
March 30, 2017
AFSCME Counter to District Counter 2-9-17 to: AFSCME Local 3916 Proposal to AC Transit

Proposal #14

2016/17 Contract Negotiations

January 12, 2016 March 10, 2017

3.7 ACCESS TO EMPLOYEES

A. The previously designated staff representative of the Union Business Agent, Officers, Executive Board Members and Union representatives shall have access to its members during non-working time, duty-free lunch periods or before and after employees’ hours of service. The Union may make written request to the appropriate Department Head, Manager, or Superintendent to gain reasonable access to employees for disciplinary and/or grievance purposes during work hours if other arrangements are not possible; said supervisor will respond in writing granting or denying the request. Time may be arranged provided prior advance request and approval of the appropriate Department Head, Manager or Superintendent is obtained. The representative shall not interrupt any employee’s duties or assignments. Advance approval is designed to minimize interference with the operation of the District and loss of work time. The parties will cooperate to facilitate such access to employees.

B. A written list of Union representative and alternates Business Agent, Officers, Executive Board members and Representatives serving each work location shall be furnished to the designated District representative the District HR-Dire Labor Relations Department’s designee. The Union shall notify the District promptly of any changes of such representatives. Union representatives shall not be recognized by the District until such time lists or changes are received in writing. The function of an alternate shall be to act on behalf of a regular representative or as a representative of the Union.

C. Union representatives shall be entitled to a reasonable amount of time during work hours with prior approval of their supervisors, for the purpose of investigating grievances, and representing and processing at their designated work site, grievances in disciplinary matters of Union members which cannot be done on non-working time. Such representation shall not include the solicitation of grievances and shall not interfere with the operation of the District.
D. The District will provide access requested information to the Union to relevant non-confidential information—provided that the requested information requested is relevant to an existing case, discipline, contract negotiations, and/or grievance, and not considered confidential (e.g., recruitment records, scoring on tests, answer keys and/or protected health information unless there is a signed HIPPA release). Such requests to be made must be from the AFSCME President or AFSCME Business Agent in writing and prior to the delivery date. All requests will go to the Labor Relations Manager, Human Resources Director or their designee. Written approval by the designated District representative is required prior to the release of information. The District will provide access to the designated staff representative of the Union to relevant non-confidential information, at reasonable times upon prior written request and written approval of the designated District representative.

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Grant Lee 3-10-17
It is mutually agreed that it is the right of the District to manage the District, to exclusively determine the manner, method and means of accomplishing the purposes and mission of the District, to direct and utilize all employees and to utilize and allocate all other resources of the District to their best use. More specifically, except as those rights and prerogatives are expressly abridged, delegated, granted or modified by this Agreement, the District has the right, but is not limited to:

- Establish and enforce work standards and policies, manage and direct the work and the work force, and to manage its business generally and determine the most efficient means of performing work;

- Make personnel decisions including hiring, promotions, demotions, assignments, transfers, and layoffs;

- Determine the scope of services, including the subcontracting of work and services of the District with consultants and specialists to perform special assignments;

- Create, update, and abolish represented classification specifications, determine job duties, responsibilities, requirements, and minimum qualifications, and to set and assign salary grades for classifications, after a minimum of ten (10) business day advance notice thereof, or as soon as practicable, to the Union Business Agent and President prior to employee notification on compliance.

- Supervise employees in their duties, determine assignments of work and work schedules, assign overtime, monitor performance, and to discipline and otherwise discharge employees for just cause. For major changes to work schedules or work assignments the District will provide advance notice; after a minimum of ten (10) business day advance notice thereof, or as soon as practicable, to the Union Business Agent and President prior to employee notification on compliance.
• Determine training requirements for employees, and ensure the timely completion of all compliance trainings;

• Decide the number and location of facilities, determine the equipment and facilities to be used, and move or remove the facilities or any of its parts or other areas; after a minimum of ten (10) business day advance notice thereof, or as soon as practicable, to the Union Business Agent and President prior to employee notification on compliance.

• Make such rules and regulations not in conflict with this Agreement, as it may from time to time deem best or as required by law, for the purposes of maintaining order, safety and/or effective operation of the facilities, after a minimum of ten (10) business day advance notice thereof to the Union Business Agent and President prior to employee notification on compliance.

• Establish and enforce work standards and policies;

• Hire, promote, demote, reclassify, assign, transfer, layoff, discontinue positions, discharge and otherwise discipline employees for just cause;

• Determine the scope of service, including the subcontracting of work and services of the District covered by this Agreement;

• Manage its business generally;

• Decide the number and location of facilities;

• Decide the equipment and facilities to be used;

• Move or remove the facilities or any of its parts or other areas;

• Determine the qualifications of employees;

• Determine and re-determine job content;

• Create and abolish jobs and job functions;

• Determine and re-determine the minimum qualifications for positions;

• Determine the number of hours to be worked, the start and end of shifts, the work schedule or the work day, including split shifts, the amount of overtime to be worked, if any, and the particular employees who are to work such overtime;

• Schedule employees for work;
• Make such rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of the facilities, and after a minimum of ten (10) business day advance notice thereof to the Union Business Agent and President prior to and employees notification, to require on compliance therewith by the employees;

• Supervise the employees in their duties;

• Contract with consultants and specialists to perform special assignments that are not defined as Union job duties;

• Set salary grades and assign classifications to salary grades;

• Determine the most efficient means of performing work;

• Assign a salary step to an employee within a classification; and

• Determine the amount and type of training.

TA
TOM
Twin River
3-10-17

TA
Grant Lee
3/10/17
AFSCME Counter to District Counter to AFSCME Local 3916 Proposal to AC Transit

Proposal #16

2016/17 Contract Negotiations

January 12, 2016 - March 10, 2017

ARTICLE 5.
DEFINITIONS, REPRESENTATION, PROBATION

5.1 REGULAR FULL-TIME EMPLOYEE

An All Non-exempt hourly (non-exempt) employee who, upon satisfactory completion of the probationary period, is regularly scheduled to work 37.5 hours or more per week with a unpaid lunch break; except Transportation Supervisors (Road Supervisors and Operations Control Center) who will be scheduled for a forty (40) hour work week with a thirty (30) minute paid lunch. Non-exempt employees are generally paid on an hourly basis.

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

5.2 PART-TIME EMPLOYEE

An employee who, upon satisfactory completion of the probationary period, is regularly scheduled to work less than 37.5 hours per week.

Part-time employees are entitled to benefits as set forth below:

A. Health & Welfare Benefits: Part-time AFSCME employees are eligible for the following single level District paid benefits effective the first of the month following thirty (30) days of employment; effective the first of the month after six (6) months of employment:

- Medical
- Dental
Vision

- Basic Life Insurance and
- AD&D

Part-time employees will be allowed to add medical coverage for dependents, the full cost of which will be covered by the employees through pre-tax payroll deduction.

Retirees: Part-time AFSCME employees who are also District retirees enrolled in District health benefit plans will remain in retiree health benefit plans and after six (6) months of employment may participate in the medical and dental opt-out programs for single party. Their life insurance benefit will be based upon the active group (2x annual salary).

B. Paid Time Off: Vacation, sick leave, and holidays will accrue for part-time employees at a rate of four hours vs. eight hours for full-time employees.

Part-time employees are not entitled to participate in the District's retirement plan.

Except for layoff, or as set forth in Article 13.1.B, service as a part-time employee shall not count as service time for any purposes. Upon conversion of an employee to full time status, service credit will be granted for seniority credit only time worked been paid benefits and shall be carried forward.

5.3 TEMPORARY EMPLOYEE

A. The District may use temporary staffing as a flexible staffing solution to address short-term, interim staffing needs. General reasons for hiring temporary staff include but are not limited to: A temporary employee is an individual who is employed:

1. For seasonal work Backfill during a recruitment process for a position that is open or when the incumbent is unavailable;

2. To backfill for a position which is vacant or for when the incumbent is unavailable. Meeting urgent time sensitive operational needs or critical projects; or
3. To fill a position for a specified project of short duration or Emergency situations. (6 months or less).

4. The project requires specific expertise that does not exist within the permanent work force or cannot be developed within a reasonable period of time to meet identified need.

5. Where other legitimate business needs of the District exist.

Temporary employees are limited to working no more than 960 hours per calendar year, and/or 19920 hours as a lifetime maximum.

B. Temporary employees are not entitled to benefits or paid time off, and are not entitled to representation by the Union, including in disciplinary matters.

C. Temporary employees, employees represented by another union, or unrepresented employees are not entitled to representation by the Union in disciplinary matters. The Union may file a grievance regarding the enforcement of contractual terms and conditions of employment, excluding disciplinary matters, on behalf of classifications filled by temporary employees, employees represented by another union, or unrepresented employees. Temporary employees, employees represented by another union, or unrepresented employees are not entitled to representation by the Union, including in disciplinary matters.

5.4 ACTING EMPLOYEES

Employees who are represented by another union at the District or are unrepresented and who are acting in a classification which comes within the Union's jurisdiction, maintain the benefits of his/her actual job classification and representational status except as set forth otherwise in this Agreement.

5.5 INTERNS

There are two types of interns: summer interns and academic interns. Summer interns are students enrolled in high school or college who are hired through the District's recognized Summer Intern Program. A summer intern may perform bargaining Unit work during the period mid-May to mid-September only.

Summer interns may not be employed by the District performing AFSCME work outside of the agreed upon time period set forth above unless he/she is hired through a competitive recruitment.
Academic interns are employed by the District in their major course of study through a recognized professional intern program sponsored by an institution of higher learning. The length of the internship is generally limited to 960 hours per calendar year, or an additional 1008 hours per lifetime maximum, and for the period of time (6 months) during which the Intern is enrolled in the professional program and terminates at the time the intern is no longer enrolled in the related professional course of study, graduates, or is ended by the District, whichever comes first. Interns enrolled in work-study programs may exceed the limits subject to review and approval on a case-by-case basis by the Executive Director of Human Resources.

Interns, whether summer or academic are not entitled to representation by the Union, nor to any benefits provided by this Agreement the District.
HOURS OF WORK

A. Employees that work on an hourly basis and are classified as covered (non-exempt) by the Fair Labor Standards Act (FLSA) covered (non-exempt) by the Fair Labor Standards Act (FLSA) shall be given designated hours of work on a shift with a defined starting and quitting time.

B. Salaried Employees are employees who are classified as not covered (exempt) by the Fair Labor Standards Act (FLSA) by the FLSA are expected to perform their work during normal general office business hours or as otherwise assigned by their supervisor, or as otherwise authorized or assigned by their supervisor.

C. All employees are responsible for keeping their supervisor apprised of their whereabouts during their work day.

D. Employees who are required to perform maintenance and updates on computer and operating systems that must be performed outside of normal business hours will be allowed to flex their schedule to accommodate the requirements of the work. Employees who are working a traditional swingmid shift and/or gravelate yard hours will not be expected to report to work during normal business hours the next day. The District will make every effort to workallow with employees to allow for a minimum of 10 hours off before an employee returns to work to report to their next shift. The District may stagger employee's schedules to insure appropriate coverage on Holiday's, Saturday's and Sundays. Volunteers for weekend work will be sought but if there are not enough volunteers, or if the volunteers do not possess the necessary skills to perform the work required on the weekend shifts as determined.
by the District—then the District will assign employees to weekend work.

8.2 OVERTIME

A. Notwithstanding any provision of this Agreement, by the District—then the District will assign employees to weekend work.

B. Overtime shall be distributed as equitably as possible for both covered (non-exempt) and non-covered (exempt) employees. Each department will make every effort to distribute maintain an overtime rotation list to ensure that the rotation is distributed overtime as equitably as possible.

C. For covered (non-exempt) employees, qualified permanent employees shall first be offered the overtime. If there are no volunteers, overtime may be assigned by inverse seniority. Temporary employees are not entitled to perform overtime work except when no qualified permanent employee is available.

D. Employees in a training capacity, whose "home" position is a classification which has paid overtime, may work on their days off, at overtime rate if applicable, in their home classification. They will need to follow the overtime rotation and obtain approval from their home department.

8.3 COMPENSATORY TIME OFF

No employee shall be eligible for compensatory time off. Only approved and recognized compensatory time off accrued prior to November 1, 1994 and recorded on the official records of the Payroll Department shall be recognized by the District and retained by the employee.

Such approved accrued, compensatory time off must be drawn down in accordance with the terms of this Agreement.
8.4 ALTERNATE WORK WEEK

An alternate work week or flex schedule shall be at the discretion of the District. If an alternate or flexible work schedule is approved by the District, the following procedures outlined in Board Policy 231 shall apply:

A. Employees on an alternate work week must accept the increased level of individual responsibility inherent in alternate work schedule concepts. District employees who are exempt from the FLSA are eligible for an alternate work schedule with the understanding they are expected to work as many hours as necessary to fulfill their responsibilities and to meet work objectives of the job.

B. If an employee who is not covered (exempt) by the FLSA is unable to take his/her regular day off, the employee may take said day off within the following two weeks with the approval of his/her Department Manager or Superintendent.

C. If an employee who is covered (non-exempt) by the FLSA is unable to take his/her regularly scheduled day off, he/she shall be paid overtime for hours worked above forty in one week.

D. In no event may an employee accrue days off not taken.

E. Alternate work schedules are as follows:

4/40

9/80 Each approved work schedule of this type shall have alternating 4 and 5-day work schedules.

9/75 Each approved work schedule of this type shall have alternating 4 and 5-day work schedules.

F. For a 9/759/80 schedule, whenever a week that includes a regular holiday follows a 4-day work week, the next work week after the holiday shall be a 5-day work week.
8.5 ON CALL

In the event the status of on-call work changes within the covered classifications, the District will notify the Union of a change in working conditions with a minimum of ten (10) working days (as soon as practicable) to set up a meet and confer, may request that the LMC review the issue and, if determined appropriate, based on a change in duties and working conditions, which is agreed upon by the District and Union, the District and Union may negotiate a suitable rate of pay compensation.

All employees who are required to work On Call will receive a 10% differential to their base pay for each day of being On Call.

If there is a Department and/or Classification that requires employees to be On Call, the Department will work with the employees within that Department and/or Classification to have an equitable rotation for On-Call service.

If an non-exempt employee is required to return to a District facility after normal business hours for an urgent matter or emergency that cannot be addressed by phone, they will be compensated for a minimum of four (4) hours. If the matter can be resolved by phone, the employee will be compensated for actual time worked with a minimum of one (1) hour. The District will work with employees who are called back to a District facility to off-shift adjust their schedules when this occurs. Employees will be able to continuously work their normal hours in a day and end their day to accommodate necessary rest between shifts, a minimum of ten (10) hours.

Exempt employees who are required by the District to be available "On Call" shall receive a per diem not to exceed $75.00 per week while in On Call status. If an employee is in On Call status said employee must be fit for duty and readily available to respond in a timely manner anywhere the District Operates.

8.6 JOB SHARING

Should the District decide to start a formal job sharing program, the District will notify the Union in writing a minimum of ten (10) working business days and will meet and confer/discuss the changes if requested. The LMC shall review the implementation and determine the procedures and parameters.

8.7 TELECOMMUTING
The District recognizes the overall benefits of Telecommuting in terms of morale, productivity, positive environmental effects, reduced traffic congestion, healthier workforce, reduced sickness and efficiencies. Telecommuting shall be at the discretion of the Department Manager or Division Superintendent with the approval of the General Manager and is defined as any and all hours worked away from the employee's normal work site excluding time spent at conferences, meetings, seminars, etc. The District will work positively with employees in determining if telecommuting is an option for employees that makes business sense for the District.

- The District shall retain a proprietary interest and right in all work performed or created as a result of telecommuting from home or other remote location and it is expressly understood that the employee has no right or interest in work and/or results produced by means of telecommuting. Refusal of an employee to provide the work product upon request of the District shall result in discipline up to and including termination. (Telecommuting shall not result in overtime.)

8.8 BREAKS AND LUNCHES

A. It is recognized by the District and the Union that the Unit contains both covered (non-exempt) and non-covered (exempt) employees for purposes of overtime under the FLSA. Those employees who are non-covered (exempt) are not guaranteed rest breaks or meal periods, and are not entitled to overtime or compensatory time off when his/her work load does not permit breaks or meal periods. Accordingly, the following applies only to covered (non-exempt) employees.

1. Non-exempt employees who work more than five (5) hours per day may take two 15 minute paid breaks per day, and one unpaid meal period of one (1) hour or one half hour (30 minutes) per day or as determined by management provided it does not result in overtime or additional cost to the District or otherwise violate this Agreement.

2. One rest break is permitted at the mid-point of the first half of the work day and the other rest break is permitted near the midpoint of the last half of the work day.

3. Rest breaks not taken may not be used to shorten the work day or be added to a meal period to extend its length.

4. Meal periods should occur near the mid-point of each scheduled work day and therefore are not permitted at the beginning or end of a work day.
5. Except as otherwise required by applicable federal or state law, failure to take rest breaks and/or meal period breaks as a result of work load shall not result in accrual—of compensatory time off (CTO) or eligibility for overtime pay.

TA

T. Der

Tim Acree

3-10-17

TA

J. Lee

Grant Lee

3/10/17

57 of 164
ARTICLE 9. SALARIES

9.1 SALARY DEFINITIONS AND ADJUSTMENTS

All practices and policies preceding this Agreement and not specifically incorporated herein are null and void.

9.2 SALARY STEP ADVANCES

A. A salary step advancement shall be granted to employees who continue to demonstrate satisfactory performances in their position after completion of one year of service on the former step until said employees reach the top step of the salary grade schedule.

B. A salary step advancement can be postponed only if an employee is placed on a performance review pursuant to Article 7.3.CB. Said employees shall not be entitled to a salary step increase until such time as their performance is deemed satisfactory. After satisfactory completion of a performance review, the employee’s supervisor shall determine the effective date of the step increase for the employee and notify the employee and the Union President and Business Agent in writing. That date shall become the employee’s new salary anniversary date.

9.3 STARTING SALARIES

Starting salaries for new hires, promotions, voluntary reassignments and movement to a lower grade, within the Unit, shall be set within the conditions established herein.
AFSCME Counter to District counter 2-16-17 to: AFSCME Local 3916 Proposal to
AC Transit
March 1, 2017
Proposal #20
2016/17 Contract Negotiations
January 12, 2016 March 10, 2017
ARTICLE 10.
HOLIDAYS

10.1 PAID HOLIDAYS

A. REGULAR HOLIDAYS

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Observed</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Martin Luther King, Jr. Day</td>
<td>Third Monday in January</td>
</tr>
<tr>
<td>President's Day</td>
<td>Third Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Fourth Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>First Monday in September</td>
</tr>
<tr>
<td>Veteran's Day</td>
<td>November 11</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Fourth Thursday in November</td>
</tr>
<tr>
<td>Christmas</td>
<td>December 25</td>
</tr>
</tbody>
</table>

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3/10/17
Graubner
B. OTHER HOLIDAY CREDITS

- One eight-hour birthday holiday credit per calendar year.
- Two eight-hour floating holiday credits per fiscal year.

C. With the exception of Operations Control Center staff, a 24-hour operation, General Office employees who are scheduled to work both Christmas Eve and New Year’s Eve shall be entitled to take one half day off, for both, where operationally feasible. Employees who are on scheduled vacation on Christmas and New Year’s Eve are entitled to four (4) hours of vacation pay and four (4) hours of regular pay.

Department managers must ensure adequate coverage for the department.

These days are not vested holidays and may not be accumulated if not taken.

D. An employee must work his/her regularly scheduled shift prior to and following the holiday in order to receive holiday pay for the holiday. Exceptions will be made for qualified and approved FMLA.

10.2 HOLIDAY PAY

A. When an employee is on sick leave or industrial injury/illness in excess of six consecutive calendar months, holiday pay provisions will not apply.

B. Subject to operational needs, holiday credits may be used at the employee’s discretion with prior supervisory approval.

C. If a regular holiday falls on Sunday, Monday shall be considered the regular holiday. If a regular holiday falls on a Saturday, Friday shall be considered the regular holiday.

D. If a regular holiday falls on an employee’s regular day off, at the District’s option, the employee will be given an eight-hour holiday credit or eight hours pay for the holiday.
10.3 USE

A. Holiday credits can be used only in full eight hour increments.

B. **Until the agreed payroll software system handling payroll is updated as described in the Memorandum of Understanding (Appendix X) related to the payroll and software system upgrade to administer the 37.5 hour work week process,** for the purpose of computing leave only, current accrual practices which equate one (1) workday to eight (8) hours regardless of employee's work schedule will be maintained. **Upon completion of the payroll software update,** the Parties the District and the Union will meet and confer and decide on a practical way of accounting for all leave accrual to administer and roll out the updated process.

C. The floating holiday credits are accrued on a fiscal year basis (July 1 through June 30). Employees on the payroll on June 30 will be granted two eight-hour floating holiday credits for the next fiscal year beginning July 1.

D. The birthday holiday credit is accrued annually on the employee's birthday only if the employee is on the payroll as of that date.
E. If an exempt employee is required by his/her supervisor to work on a regular District holiday, or if he/she is required by his/her supervisor to work on a regular District holiday or if he/she volunteers to work on a holiday, with prior written authorization, the employee will be credited an equivalent number of hours to be taken at the employee's discretion, subject to operational needs. For Maintenance Supervisors, at the District's option, they may be paid the equivalent number of hours for the holiday.

F. If a non-exempt employee is required by his/her supervisor to work on a regular District holiday, or if he/she is required by his/her supervisor to work on a major District holiday or if he/she volunteers to work on a major regular District holiday; with prior written authorization, the employee will receive time and one-half for working the holiday plus an additional eight hours holiday pay. A major holiday for this purpose is MLK Day, Labor Day, Thanksgiving, and Christmas. A non-exempt employee working any other holiday will receive straight time for working the holiday plus an additional eight hours holiday pay. A non-exempt employee working any other holiday will receive straight time for working the holiday plus an additional eight hours holiday pay.

In the event, there are no volunteers for a work day, the least senior employee in the classification will be required to work (inverse seniority).

G. Subject to the following all holiday credits must be used within one year of being granted.

1. As of January 1, 2012 The following credits and holidays will be calculated as follows; the following will occur:

(a) Holiday credits for all employees will be reset as follows:
   Floating Holidays 4.6 hours 2 work days
   Birthday Holiday 8 hours 1 work day
   Banked Holidays 0 hours

(b) The excess holiday credits for each employee in any of these three categories will be transferred to a new holiday credit account called Historical Holiday;

(c) The District will begin strictly enforcement of Article 10.3.G of the CBA (all holiday credits must be used within one year of being granted); and
(dg) --Any holiday credit(s) - except Historical Holiday credits - not used within one year of being granted will be forfeited by the employee.

2. Historical Holiday credits are available for use by employees immediately after January 1, 2012, under the same terms and conditions as floating and birthday holidays are currently scheduled pursuant to the CBA.

3. Subject to the provisions herein, employees will be given until June 30, 2014 to exhaust their Historical Holiday credits but are encouraged to use any available credits as soon as possible.

4. To ensure an orderly reduction in the Historical Holiday credits the parties have agreed to a schedule that establishes the maximum Historical Holiday credits allowed at the end of each six month period for the remaining term of the CBA (the “burn rate”). Any Historical Holiday credit(s) in excess of the maximum permitted on the dates indicated below shall be forfeited by the employee.

<table>
<thead>
<tr>
<th>Date:</th>
<th>Maximum Historical Holiday credits:</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30, 2012</td>
<td>300</td>
</tr>
<tr>
<td>December 31, 2012</td>
<td>225</td>
</tr>
<tr>
<td>June 30, 2013</td>
<td>150</td>
</tr>
<tr>
<td>December 31, 2013</td>
<td>75</td>
</tr>
<tr>
<td>June 30, 2014</td>
<td>0</td>
</tr>
</tbody>
</table>

5. It is the employee's responsibility to ensure that he/she uses the appropriate amount of Historical Holiday credits in each calendar quarter to ensure that his/her credits are not subject to forfeiture.

6. Employees will be advised of the balance of their Historical Holiday credits on their pay stubs or through some other regular method.

7. The District will advise all of its management employees of this Agreement and direct management personnel, including but not limited to those responsible for approving leave requests, to work with employees to ensure that employees are given adequate time-off to exhaust their Historical Holiday credits in accordance with the burn rate schedule.
8. The vacation and holiday accrual and usage rules contained in the CBA continue to apply. The Parties recognize that meeting the burn rate schedule may present a challenge for some long term employees that are also attempting to meet the usage requirements and limitation of other leave balance accounts.

9. Any difficulties in implementing the burn rate will be discussed by the parties in LMC, including any impediments individual employees are facing with management staff in scheduling sufficient Historical Holiday hours to comply with the burn rate.

4103. After January 1, 2012, any employee who is not able to schedule a floating, birthday, or banked holiday during the 12-month period after the holiday was granted, despite his/her best efforts to schedule the same, shall bring the matter before the LMC to their Department Head and the Executive Director of HR Director for consideration before any forfeiture of such hours is imposed or grievance filed.

414. If the Department Head and/or Executive Director of HR Director-LMC determines that the employee made every reasonable effort to schedule the holiday during the 12-month period but was impeded by the District then the employee shall be paid for such holiday at his/her prevailing wage rate and any differential that may apply in lieu of the holiday credit being forfeited.

TA
Tina Acree
April 7, 2017

TA
Grant Lee
April 7, 2017
New language – (may be necessary to cross reference this in the Article 23)

A day equals 7.5 hours of work for all AFSCME represented employees, except for the Transportation Division that is on an 8-hour work day and 40-hour work week. Employees on alternate work schedules will have different hours of work based on the agreed upon alternate schedule.

Accrual of vacation, sick and management leave are based on days. Each day is equal to 7.5 hours, except for the Transportation Department which are 8 hours per day.

Holiday pay for all employees is based on 7.5 hours/one day, except for the Transportation Department which are at 8 hours per day. All employees receive the same benefit (amount of pay) on a holiday regardless of working an alternate work schedule. Pay for a holiday will not be increased because an employee is on an alternate work schedule.

When the District modifies the payroll and benefits system, the accrual practices and use for all leaves and credits will be updated to equate one work day to 7.5 hours, regardless of employee’s work schedule for those employees who are converted to a 7.5 hour workday.

ARTICLE 11. LEAVES

11.1 VACATION

A. Accrual: An employee earns one-twelfth of the annual vacation credit for each month, or major fraction thereof, of continuous service.

1. Employees with less than one year’s service as of December 31 earn vacation credits on a prorated basis.

2. Employees with one (1), but less than five (5) years of service earn 80-hourst en (10) days of vacation each year.
3. Employees with five (5), but less than ten (10) years of service earn **420**-fifteen (15) days/ hours of vacation each year.

4. Employees with ten (10), but less than fifteen (15) years of service earn **20 days**/160 hours of vacation each year.

5. Employees with fifteen (15), but less than twenty-five (25) years of service earn **200-25 days hours** of vacation each year.

6. Employees with twenty-five (25) years or more of service shall earn **240-30 days hours** of vacation each year.

7. Except as set forth in Article 11.5, Leaves of Absence, leaves of absence, whether continuous or not, which total **476**-hotwenty-two (22) urful work days or less during any calendar year shall not result in the forfeiture of vacation credits.

B. Carryover:

1. Except as otherwise provided herein, accrued vacation is limited to **240-480 240 hours**/30 days. An employee will cease accruing vacation hours if he/she has reached the **240-480-240 day** maximum accrual until the number of accrued vacation hours is below the **240-480240 30 day cap**. Employees who had more than 240-accrued-hours as of December 31, 1994, will not forfeit those hours; however, the value of said hours shall be frozen at their July 1, 2003 value. Frozen hours shall not count towards the 240-hour maximum accrual or the carryover provision. (Articles 11.1.B.1 & 11.1.B.2)

   An employee ceases to earn vacation if he/she has reached the 240-480-240 maximum accrual and shall not accrue additional vacation hours until such time as the 240-480240 hour cap is reduced.

2. Employees are encouraged to take earned vacation each year in an effort to promote employee health and morale. Accordingly, the amount of vacation carryover is limited to one-half of the two time the employee's with 25 or more years of service annual entitlement except in extraordinary cases where there are justifiable personal reasons or critical District needs. Exceptions require the prior written approval of the General Manager. Under no circumstances may carry over hours be used to subvert the 240-480240 hour 30 day cap. (Article 11.1.B.1)

C. Selection:
1. Selection shall be done by existing Department procedure. In the event of conflict, order of preference will be granted on the basis of District seniority.

2. Approved vacation dates can be changed by the District only when due to operational necessity. An employee may change his/her approved vacation with written approval of the appropriate supervisor.

D. Holidays During Vacation: A regular holiday occurring during an employee's vacation will not be counted as vacation time. The employee may either extend the vacation period an additional day with the prior approval of the Department Manager, or schedule eight hours of vacation to be taken on another day will be paid their holiday pay (8 hours) for that day.

E. Use of Vacation Credits

1. Employees, including probationary employees, may use vacation as it is accrued with approval of their supervisor.

2. Vacation credits may be granted in hourly increments at the discretion of the Department Manager and in with FLSA requirements. Employees requesting vacation credits should submit the request to their immediate supervisor at least 72 business hours in advance. It is the responsibility of the employee to follow up and make certain the request has been accepted or denied.

3. Vacation credits may be taken in hourly increments in accordance with Art. 11.5.A.1(c)(5), during approved intermittent and reduced work schedule leaves taken under the District's Family and Medical Leave and to avoid a pay deduction.

F. Vacation Pay Advance: Employees requesting an advance of pay prior to taking vacation must submit their request to the Payroll Department at least two weeks in advance of the scheduled date of vacation.

G. Vacation Payout Due to Financial Hardship:

1. An employee may request a payout of accrued vacation due to financial hardship in compliance with IRS regulations. If approved, the Payroll Supervisor and the employee's supervisor
will be notified of the vacation advance. Employees who cash out vacation are entitled to take an equivalent amount of unpaid vacation.

2. The cashout rate for employees working in an acting position for six (6) months or less, who cash out vacation, shall be at their regular base rate of pay, not acting pay, excluding excluding including shift differential differential, if any.

H. Payment Upon Termination or Retirement: Vested and accrued vacation time will be paid at the time of voluntary or involuntary separation at the base rate of pay excluding shift differential and/or assignment differential. A maximum of six (6) weeks of vacation may be taken immediately prior to or continuous with retirement, subject to District approval.

I. Except as set forth in 11.1.G.1, there is no unpaid vacation.

11.2 SICK LEAVE

A. Accrual

1. Accrual is as follows:

   Subject to Article 11.5.B.2(a) employees earn sick leave on a prorated basis:

   - 5.33 hours of a day per month for the first year of employment.

   - 8[1] hours 1 day per month after the first year of employment.

2. An employee who does not use any sick leave, paid or unpaid, during a calendar year accrues eight [8] one additional hours of sick leave the following year. Donations to a sick leave bank of a fellow employee shall not be considered "use" of sick leave.

3. In addition to hours actually worked, other paid leave (including vacation, holiday, military leave, jury duty, funeral leave, related training and education), will be counted as hours worked for purposes of this accrual process.
4. Sick leave credits with the District will continue to accrue for a maximum of one year for a leave related to industrial illness or injury.

B. Use

1. Sick leave may be used in the case of actual illness or injury of an employee, employee's immediate family (Family Sick) or for absences due to the "serious health condition" of a family member as defined in the District's Family and Medical Leave Program (Art. 11.5) or Kin care (Labor Code 233).

2. Employees who are unable to report to work due to personal illness or the "serious health condition" of a family member as defined in the District's Family and Medical Leave Program, are responsible for contacting their supervisor or department manager at the start of the work day or earlier, if required by the Department Manager, to ensure operational continuity.

3. Accrued sick leave will be charged whenever an employee is absent from work due to illness or non-occupational injury before use of other accrued leave.

4. If insufficient sick leave credits are available, charges must be made against accrued vacation leave or time off (floating holidays). The number of hours charged will be the same as the number of hours missed regardless of the employee's work schedule. The employee may select which leave or time off shall be charged. If there are insufficient accrued leave credits available, the employee will have his/her pay reduced may be granted unpaid leave.

Said charges shall also apply to partial day absences for both FLSA exempt and non-exempt employees.

5. Coordination of Benefits - Notwithstanding subsections 3 and 4 above, an employee who has a debilitating medical condition that physicians verify will require leave greater than four (4) consecutive weeks may elect to preserve the following accruals:

- **56 hours 7 days** of sick leave;

- **40 hours 5 days** of vacation.
6. Accrued sick time, compensating time off, and vacation may be integrated with SDI.

7. The District may require proof of illness or injury. The proof must be acceptable to the District.

8. Probationary employees may use accrued sick leave during their probationary period.

C. Maximum Accrual

1. Unused sick leave may be accrued to a maximum of 4420 hours (140 days).

2. Employees who have accrued sick leave in excess of 4420 hours 140 days on January 1 of each calendar year, shall receive payment for 50% 100% percent of the hours days in excess of 140 days 1120 2080 at their choice.

3. An employee who has accrued sick leave in excess of 4420 hours 140 days and not used any sick leave, paid or unpaid, during the previous calendar year shall receive an additional payment equivalent to 24 hours 3 days.

4. An employee may elect to have the above payment(s) placed into his/her individual deferred compensation (457) account. Employees must make said election by January 15th of each year.

D. Payment Upon Retirement

An employee who retires with accumulated sick leave will receive a lump sum payment of 100% of the unused balance, unless the employee may choose another the option as provided by this Agreement to cash out at the time of retirement or have it placed into their deferred compensation (457) account. Contributions concurrent with the All pay outs of sick leave and deposits into deferred compensation will be in a manner consistent with law and IRS Regulations.

E. Sick Leave Donations:

The purpose of the Sick Leave Donations Program is to allow District employees to contribute earned sick leave hours to another employee who has exhausted his/her accumulated sick leave and is otherwise
eligible to participate in the Sick Leave Donations Program as set forth below:

1. **Eligibility**

   (a) A serious health condition shall be as defined by the Family Medical Leave Act (FMLA).

   (b) The term "health care practitioner" shall be the same as that defined by the FMLA.

   (c) All accumulated leave, including "frozen" vacation hours, must be exhausted before donated sick leave may be used.

   (d) All AFSCME employees are eligible whether probationary or permanent.

2. **Administration**

   (a) Donation is strictly voluntary and limited to five-ten (510) days per each donor request, not to exceed fifty percent of an employee's accrued sick leave.

   (b) Unused sick leave donations are not returnable to donor employees.

   (c) The affected employee, their Union, or Department Manager or Supervisor may initiate the request for donations in writing to the Human Resources Department, which is responsible for carrying out this program per these and other jointly administered guidelines.

   (d) An affected employee, his/her Union, or Department Manager or Supervisor may make additional requests for sick leave.

   (e) Individual sick leave donations are not limited to AFSCME members but must be made to a specific individual.

   (f) Usage of Donated Sick Leave hours is subject to use for the specific employee's illness only and is subject to the provisions contained in Article 11.5.
(g) Donated sick leave will not disqualify the donor from the bonus sick leave day. (Reference Article 11.2.A.3)

(h) Human Resources will review all requests for sick leave donations. If a request is denied, AFSCME and the LMC will be advised immediately; the Union President and Business Agent will be notified in writing and AFSCME may request that a special meeting of the LMC be convened to address the denial.

With the Executive Director of HR Director to review.

11.3 BEREAVEMENT LEAVE

A. Employees may take up to five consecutive days off with pay in the event of the death of an immediate family member who is defined as the employee’s: 
- spouse, 
- previously designated domestic partner, 
- children of either spouse/previously designated domestic partner, 
- parents of either spouse/previously designated domestic partner, 
- parents/step-parents or grandparents of either spouse/previously designated domestic partner, 
- great-grandparents of either spouse/previously designated domestic partner, 
- or brother/step-brother, sister/step-sister, 
- brother-in-law, or sister-in-law, 
- Aunts and Uncles of the employee or spouse/domestic partner. Employees may take one day off with pay in the event of a death of a current step-sibling. The leave days must be tied to the day of the funeral.

B. An employee wishing to use bereavement leave must notify the immediate supervisor as soon as possible.

C. The employee will be paid his/her regular salary and differential if it applies base rate of pay excluding shift differential for each absence up to the five days and may be requested to provide documentation acceptable to the District such as an obituary or death certificate.

D. If an employee requires more than five (5) days absence, he/she may request personal leave. Extensions of leave may be granted at the discretion of the Superintendent or Department Manager. Such extensions shall be charged against any accrued compensatory-time-off (CTO), vacation, sick leave, management leave, or any other accrued leave (if applicable) in that order (if applicable).

11.4 JURY DUTY/WITNESS DUTY

A. Policy: It is the policy of the District to encourage employees to fulfill their mandatory civic obligations when called to civil or criminal jury duty or when subpoenaed as a witness.
B. **Notice:** Employees must notify their supervisor or department manager upon receipt of a mandatory summons to jury duty or criminal trial or a subpoena to appear in court as a witness.

C. **Stand-By:** Where possible, the employee must arrange to be on stand-by with the court.

D. **Status:**

1. Employees 
   are—may be—required to report to the District immediately after release depending on the time the employee is released from court and the location of the court from jury duty or the subpoena at management's discretion, and must return to work each day when not required to be in court.

2. Employees are required to notify their supervisor or department manager daily as to their status while on jury or witness duty.

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Signed by TA

Grant Lee

4/7/17

Signed by TA

Tina Averee

4/7/17
11.7 ADMINISTRATIVE LEAVE

A. Administrative Leave - Non-Disciplinary: Administrative leave is not intended to replace the Leave Policy set forth in Article 11.5. Administrative leave is a District-initiated leave approved by the General Manager, of short duration not to exceed thirty consecutive calendar days. Administrative leave may be used where it is in the best interests of the District, e.g., extraordinary or emergency circumstances.

B. Pay: Except as set forth in Article 7.3.F., non-disciplinary related Administrative Leave will be paid or unpaid at the discretion of the District. If the leave is paid or unpaid at the discretion of the District.

11.8 MANAGEMENT LEAVE

The parties agree that the management leave benefit is provided in recognition of additional hours of work that salaried AFSCME employees exempt from overtime generally perform, and for flexibility and time-off to meet personal needs, lieu of compensatory time-off, and that the purpose of Management Leave is to standardize recognition for work performed by AFSCME Unit employees over 40 hours per week who are exempt salaried under the FLSA.

A. Five (5) days of Management Leave shall be granted provided, in recognition of additional hours of work performed by salaried employees not-covered (exempt) by the FLSA-over-and-above his/her standard work week, five (5) days of management leave shall be granted-provided:

1. The employee has passed his/her new hire or promotional probationary period from a nonexempt position.
2. The employee has not received any attendance related formal disciplinary action in the previous fiscal year. The employee has received no disciplinary action in the previous year for attendance, and

3. Except as provided for in Section C below, the employee must have worked 1200 hours in the accrual year in an exempt position.

4. Additional Management Leave may be approved in exigent circumstances by the General Manager on a case-by-case basis for a salaried exempt AFSCME employee to work extraordinary hours of at minimum, two consecutive weeks. The work performed must be of significant complexity and required to meet a mission critical priority.

B. Management Leave shall be granted on January 1 of each year and is granted/earned for the previous year's work and may not be used in advance.

C. Prorating Accruals/Computation:

1. Accruals for New Hires: Management leave for newly hired employees who meet the requirements set forth in Article 11.8.A shall commence accruing on a prorated basis from the date of hire but shall not be available for use until January 1 of the year following his/her being hired, contingent upon having first completed probation.

2. Accruals for Employees Promoted from Non-exempt to Exempt Positions: Employees promoted from non-exempt to exempt positions who meet the requirements set forth in Article 11.8.A are entitled to management leave on a prorated basis from the date of promotion. If the employee does not satisfactorily pass his/her probationary period, or otherwise returns to his/her former position prior to completing the probationary period, he/she is not entitled to management leave.

3. Accruals for Employees in Non-Exempt Positions Who are Serving in a Temporary or Acting Basis in Exempt Positions: Employees who serve in a temporary or acting position and who meet the requirements set forth in Articles 11.8.A.2 and 11.8.A.3 are entitled to management leave on a prorated basis.
4. **Proration:** Prorated management leave shall amount to 3.34 hours per month.

5. **Computations:** For the purpose of computing leave only, current accrual practices which equate to one workday to eight hours, regardless of employee's work schedule, will be maintained.

   The parties will enter into a Memorandum of Understanding to address and update the District's payroll system to recognize the 37.5 hour work week accurately with vacation, holiday and leave accruals based on 7.5 hours per day, as well as how to addressing any accrual balances on the books once the software system has been updated to accurately reflect hours worked, time earned and time taken. This software system update will also reflect employees who are on an alternate work schedule. The Transportation Supervisors will not be included in this process as they have a 40-hour work week and 8 hour accruals.

D. Management leave must be used in the year in which it is granted and may not be cashed in or carried forward to the following year.

   TA
   Tina Acree
   3/30/17

   TA
   Grant Lee
   3/30/17
Employees will be eligible to participate in District provided health and welfare plans on the first of the month following 30 days of employment. Similarly, employees whose District provided health and welfare benefits have been terminated will be eligible to restart their benefits on the first of the month following completion of five (5) consecutive working days, provided they do not go back out on leave before the first of the following month when their benefits are scheduled to restart.

12.1 MEDICAL BENEFIT PLAN

Except as otherwise agreed to by the parties, the District agrees to provide medical benefit plans reasonably similar to our current plans during the term of this Agreement. Effective October 1, 2011, the District shall pay 90% of the premium cost and the employee shall pay the balance through payroll deduction. The District shall pay 90% of the premium cost and the employee shall pay the balance through payroll deduction. Effective July 1, 2017 employees contribute bi-weekly the following pre-tax for their medical plan:

<table>
<thead>
<tr>
<th>Plan</th>
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<th>HealthNet</th>
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</thead>
<tbody>
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<td>$53</td>
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<tr>
<td>2 Party</td>
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</tr>
</tbody>
</table>

12.2 DENTAL PLAN

Except as otherwise agreed to by the parties, the District agrees to provide a dental plan reasonably similar to our current plan during the term of this Agreement, except that: the amount of the lifetime orthodontia benefit is $4,000.00 per eligible beneficiary, and the annual maximum dental limit is $3,000.00 per eligible beneficiary. Effective October 1, 2011, the District shall pay 90% of the premium cost and the employee shall pay the
The District shall pay 90% of the premium cost and the employee shall pay the balance through payroll deduction.

Effective July 1, 2017, employees contribute bi-weekly the following pre-tax for their medical plan:

Single $3.50
2 Party $6.60
Family $11.40

12.3 VISION CARE

Except as otherwise agreed to by the parties, the District agrees to provide a vision care plan reasonably similar to our current plan during the term of this Agreement. The vision frame allowance is $200 annually and covers the following lens options: photochromatic, polycarbonate, and polarized.

12.4 MANDATED CHANGES

The District and the Union agree to reopen this Agreement to negotiate or modify any provisions of only this Article and related Articles as required or necessitated by any federal or state mandated health related legislation.

12.5 NON-INDUSTRIAL INJURY PROGRAM

The District agrees to continue the current non-industrial disability program.

12.6 INDUSTRIAL INJURY

A. Employees are responsible for reporting all on-the-job injuries to their Supervisor or Department Manager within 24 hours of occurrence and complete a "Report of Injury" form completing all required forms.

B. If the employee is not satisfied with the designated District clinic physician, he/she may request another physician from the District's Medical Provider Network (MPN) list. The request must be approved by the Benefits Department. After 30 calendar days, if authorized by the District, the employee may seek any required treatment by a physician of his/her choice if a "Personal Physician Request" form is on file with the District prior to the injury. The request must be
approved by the District. The employee will be instructed by the District regarding procedures to follow should he/she have an injury.

C. Workers’ Compensation benefits commence only after all required forms are must be completed and filed and the employee is examined by one of the panel physicians and a favorable decision has been rendered by the Benefits Department. A designated District clinic physician must conduct an evaluation for a Workers’ Compensation benefits determination to be made by the District’s Third Party Administrator.

D. Health and Welfare Benefits: The District will pay 90% of 100% of the cost of Health and Welfare benefits for one year from the day of industrial injury or illness.

E. Vacation Benefits: Accumulation of vacation credits will not be affected by absences of six months or less due to industrial injury.

F. Length of Service: Length of service with the District will be considered unbroken while an employee is on industrial injury or illness. However, an employee may be terminated after one year from the date of industrial injury or illness if the employee cannot be reasonably accommodated or the employee is medically determined to be totally and permanently disabled.

G. Holiday Benefits: An employee will be eligible for holiday pay if away from work due to an industrial injury or illness for up to six months.

H. Integration: An employee on Industrial Injury leave may supplement state industrial injury payments up to his/her regular rate of pay with accrued CTO, management leave, sick leave or vacation, or sick-leave, in that order, according to District procedures.

I. An employee is entitled to his/her pay at his/her applicable base rate of pay and differential, if applicable, for the remainder of his/her assigned shift or work schedule.

12.7 MODIFIED DUTY RETURN TO WORK PROGRAM

In recognition of the importance of getting employees back to work, the District and AFSCME agree to establish a Modified Duty Return to Work Program whose purpose is to:
- Hasten and encourage the return to work of industrially injured and non-industrially injured or sick employees;

- Provide opportunities for injured employees to contribute to the District's service objectives; and

- Save the financial resources of the District.

This program will not result in replacement of employment opportunities within existing or new AFSCME classifications.

Employees who return to work through the Return to Work Program will be paid their regular-base rate of pay.

Assignments within the Return to Work Program are limited to sixty (60) calendar days. Assignments may be full or part-time and may be unilaterally discontinued by the District in the event of non-cooperation of the employee. Assignments within the Return to Work Program are limited to sixty (60) calendar days. Assignments may be full or part-time and may be unilaterally discontinued by the District in the event of non-cooperation of the employee.

Employees who are released by their treating physician to modified duty must provide written limitations from their treating physician to participate in the program unless otherwise precluded by law.

The cases of non-industrially injured and ill employees will be reviewed on a case-by-case basis for participation in the program.

The District and the Union agree to meet on a quarterly basis to ensure the Modified Duty and Return to Work Program is administered impartially and effectively and to make recommendations on improvements to the program in meeting the District goals.

12.8 EMPLOYEE ASSISTANCE PROGRAM

The District agrees to continue an Employee Assistance Program at the present or improved level of services.

12.9 ACCIDENTAL DEATH/DISMEMBERMENT AND LONG TERM DISABILITY INSURANCE
The District agrees to provide (1) accidental death and dismemberment insurance in the amount of $15,000 per employee and (2) Long Term Disability Insurance at the level of 50 percent coverage (similar to coverage that existed as of June 30, 1999).

12.10 EMPLOYEE CO-PAYMENT

Each Plan Participant shall pay:

**HealthNet:**
- $10.00 co-payment per medical office visit
- Prescription Drugs: $5.00 for generic; $15.00 for formulary; and $35.00 for non-formulary

**Kaiser:**
- $10.00 co-payment per medical office visit
- Prescription Drugs: $5.00 for generic; $10.00 for brand name.

The current rates and health insurance providers are subject to change during the term of this Agreement.

The current rates are subject to change during the term of this Agreement.

12.11 FLEXIBLE SPENDING PLAN

The District agrees to maintain the flexible spending plan (IRS §125 plan) which shall include all items allowable by Internal Revenue Code §125. The District will work with the current Flex Spending provider to provide more education on the program and administration processes of the program to employees.

12.12 DURABLE MEDICAL EQUIPMENT

The District agrees to provide additional coverage for durable medical equipment as set forth in the District's benefits plan document.

12.13 DOMESTIC PARTNER BENEFITS
A. The District agrees to provide medical benefits to domestic partners who are defined as follows:

A domestic partnership is defined as a committed relationship of either a same or opposite sex couple who intend to be life partners. Additionally, in order to qualify as a domestic partnership, the couple must provide to the District a signed copy of their Declaration of Domestic Partnership filed with the State of California or a sworn affidavit that attests both individuals meet all of the following criteria:

1. Are 18 years of age or older;

2. Are competent to enter into a contract;

3. Are not legally married to, or the domestic partner of, any other person;

4. Are not related by marriage;

5. Are not related by blood closer than permitted under marriage laws of the State of California;

6. Have entered into the domestic partner relationship voluntarily, willingly, and without reservation;

7. Have entered into a relationship which is the functional equivalent of a marriage, and which includes all of the following:

   (a) living together as a couple;

   (b) mutual support of each other;

   (c) mutual caring and commitment to each other;

   (d) mutual fidelity;

   (e) mutual responsibility for each other's welfare; and

   (f) joint responsibility for the necessities of life;

8. Have been living together as a couple for at least six (6) months prior to registration with the District;
9. Intend to continue the domestic partner relationship indefinitely, with the understanding that the relationship is terminable at the will of either partner.

B. A domestic partnership terminates when one or both domestic partners:

1. Files a Notice of Termination of Domestic Partnership with the State of California; ²

2. No longer meet the above qualification;

3. Gives notice that the relationship has been dissolved; or

4. Dies.

12.14 INSURANCE PROVIDED BY THE DISTRICT

The District provides employees with the following types of insurance:

A. Basic Life Insurance

At no cost to the employee, the following Basic Life Insurance and Accidental Death and Dismemberment policies are provided:

<table>
<thead>
<tr>
<th>Basic Life</th>
<th>2 times Annual Salary rounded to the nearest $5,000</th>
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</table>

The District will work with the current Life Insurance provider to provide an option to employees to purchase additional life insurance coverage if they choose. This will be put into place for employees no later than January 1, 2018.

AD & D $15,000

B. Long Term Disability

At no cost to the employee, Basic Long Term Disability Insurance provides fifty percent (50%) of an employee's salary in the event of an unforeseen catastrophic injury or illness. There is a waiting period of 180 days.

Employees may purchase additional supplemental Long Term Disability.

2014-2017 AFSCME Collective Bargaining Agreement
12.15 OPT OUT OR OPT DOWN PROGRAM

During the term of this Agreement, the District will continue the Opt In/Opt Out Program except that the following formula shall be used to determine the monthly amount due to eligible participating employees:

**Medical:**
- Single to Zero: $200
- Double to Zero: $400
- Family to Zero: $600

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<td>Double to zero</td>
<td>$200</td>
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<td>Family to zero</td>
<td>$300</td>
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</tbody>
</table>

**Dental:**
- Single to Zero: $10
- Double to Zero: $20
- Family to Zero: $30

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<thead>
<tr>
<th>Type</th>
<th>Amount</th>
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</tbody>
</table>

Tina Acree
March 27, 2017

Grant Lee
March 27, 2017

2014-2017 AFSCME Collective Bargaining Agreement
ARTICLE 14. ALLOWANCES AND REIMBURSEMENTS

14.1 BUSINESS AND TRAVEL EXPENSES

The District will continue its policy on reimbursement for business related travel and expenses provided said expenses are reasonable and proper verification acceptable to the District is provided.

14.2 UNIFORM ALLOWANCE

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

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

Ongoing employees who wear a uniform on a daily basis will be provided a uniform voucher on their anniversary date, to purchase their annual allotment of uniform garments. Transportation Supervisors and Training Instructors will be provided, on a replacement basis each year, a minimum of five (5) pair of uniform trousers, and five (5) uniform shirts in addition to any vendor approved items up to the full amount of the voucher. This replacement shall be limited to not more than once each year, and approval will not be unreasonably denied. Uniform vouchers will be issued on employee’s hire date.

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

The District will continue its uniform allowance policy for employees covered by this Agreement. However, those employees who are required to wear a uniform on an infrequent basis will have their uniform replaced when it is no longer serviceable.
Employees that wear uniforms on a daily basis will be provided 10 sets (pants, skirt(s), long-sleeve shirts and short-sleeved shirts), 2 ties, 3 sweaters/sweaters vests, 2 baseball hats, windbreaker, winter coat and rain gear (pants, jacket and hat). All items will be replaced on an annual basis, unless damaged and/or not serviceable; they will be replaced immediately.

14.3 USE OF DISTRICT VEHICLES

The District will continue its policy on use of District vehicles by employees covered by this Agreement.

14.4 FREE TRANSPORTATION

The District will continue its policy on free transportation for permanent full time employees covered by this Agreement as follows:

All full and part-time employees and their dependents, registered domestic partners, pensioners, pensioner’s spouses and dependent children, widows of pensioners and widows of deceased active employees are eligible for free transportation. Dependents are defined as spouse and dependent children receiving a major portion of their support from the employee and living in the same household with the employee, or who are minor dependent children of divorced or separated parents who are AFSCME member employees.

Passes will be issued in accordance with District policy.

14.5 PARKING - GENERAL OFFICES

A. Parking at the General Offices shall be available to represented employees on the following basis:

1. All department managers are entitled to parking at the General Offices. Effective with the next parking lottery, all other interested permanent employees shall have their name drawn by lot for an available parking space.

   The number of spaces available will be divided on an equitable basis, determined by proportion of employees at the facility/building and representational unit. The Union will conduct its own lottery on an annual basis.

2. The cost of parking will be at the discretion of the General Manager or their designee at the General Offices. It will be the same for all employees regardless of job title or bargaining unit.
3. Employees must use their assigned parking spot and may not sublease or otherwise assign their spot to another employee for remuneration of any sort.
ARTICLE 15. HEALTH AND SAFETY

15.1 HEALTH AND SAFETY

The District recognizes its responsibility to provide a safe working environment. The Union also recognizes its responsibilities to cooperate with the District to maintain a safe and healthful work environment. The parties agree to use their best efforts jointly to achieve these objectives and to assist in the prevention, correction and elimination of unsafe working conditions and practices. Problems arising under this Article shall be referred to the LMC for resolution.

15.2 EMPLOYEE PROTECTION/SAFETY TRAINING

A. The District agrees to furnish protective clothing and equipment for employees covered by this Agreement as required by State and Federal law, and provided in this Article 15.

B. The District further agrees to provide health and safety training to employees covered by this Agreement as required by State and Federal law.
ARTICLE 16. EDUCATION AND TRAINING

16.1 MANDATED PROFESSIONAL EDUCATION AND TRAINING

The District agrees to pay for professional education and training required by state or federal law to maintain professional credentials required by the District for the employee's job classification.

16.2 MANDATED LICENSING AND CERTIFICATIONS

With the exception of Class C driver's licenses, the District agrees to pay for all licenses and or certifications required by the District for the employee's job classification.

16.3 TUITION REIMBURSEMENT

To the extent funding is available, which shall be determined solely by the District, the District agrees to maintain the tuition reimbursement program during the term of this Agreement with the exception of allowing for education directly related to the employee's classification or District designated career path. Employees may be reimbursed for tuition and fees for current courses at an accredited institution and pre-approved by the employees' Department Head in conjunction with their defined career progression plan. If both parties agree that should the District create and maintain a new Board Policy and/or Administrative Regulation for Tuition Reimbursement during the course of this agreement, the District will provide reimbursement of at least $2,500, at $2,500 per year or more. This section, 16.3, of the agreement will not apply effective the date of adoption of the new Board Policy and/or Administrative Regulation for Tuition Reimbursement.
16.4 TRAINING

The District and AFSCME encourage employees to access training which is relevant to their profession and reasonable with regards to cost and benefits to the employee and the District. Requests for training must be approved by an employee's department manager/supervisor. Requests for training will not be unreasonably denied.

Individual training problems with employees must first be addressed at the department level. If no resolution is reached, the issue may be brought to the attention of the Executive Director of Human Resources. The Department Director, which will review the issue and, if appropriate, discuss the issue with the department manager or Executive Staff member to have resolution of the issue.

Tina Acree  Grant Lee
3/20/17  3/20/17
District Counter to New 3-1-17 language
AFSCME Local 3916 Counter Proposal to AC Transit's Counter form 2/23/17
Proposal #28
2016/17 Contract Negotiations
January 12, 2016 March 1, 2017

New

Employee Assistance Program (EAP) – Trauma Assistance

The District will offer EAP services to employees for assistance with a variety of concerns, including confidential therapy sessions to deal with trauma related incidents.

Employees who have been assaulted and/or traumatized will be offered an EAP referral for confidential therapy as outlined in the District's EAP contract.

In addition to the services offered through EAP, in some cases an employee will file a Workers' Compensation claim in conjunction with the suffered trauma and injury/illness. In those cases, the employee may use sick leave to bridge the 3-day waiting period required by Labor Code 4652.

In accordance with Labor Code 4652, employees will be made whole for the 3-day waiting period if the Workers' Compensation claim is accepted and the employee is removed from work for fourteen (14) or more days. Additionally, the 3-day waiting period will be waived if the employee is hospitalized because of the trauma or injury resulting from an approved Workers' comp claim.

TA
Tina Acree
March 30, 2017

TA
Grant Lee
March 30, 2017

When an employee is assaulted and/or traumatized, the District shall immediately refer the employee to the District Employee Assistance Program (EAP) for confidential trauma debriefing and therapy. Appointments must be scheduled as soon as possible, within twelve (12) hours of the event. The referral to EAP is mandatory.
If an employee is off due to an unprovoked trauma, they will receive their regular rate of pay and any differential that applies for each work day lost during the three (3) day waiting period provided by the California Workers’ Compensation Act.

T. A.
Tim Ganee
3/30/17

T. A.
Gerald Lee
Act
3/30/17
16.5 PROFESSIONAL DEVELOPMENT COMMITTEE

The District and AFSCME shall establish and maintain a joint Professional Development Committee (PDC) for the purpose of working collaboratively with the Human Resources Department to review, discuss, and support the learning and development needs of AFSCME members.

Committee Participants

The PDC committee shall be composed of the AFSCME President and two (2) union members appointed by the AFSCME Business Agent/President, the Executive Director of Human Resources, Learning & Development staff, and up to two (2) additional members from the executive management team appointed by the General Manager or designee.

Meetings

The PDC will establish regular meetings every quarter (four (4) per calendar year). Additional meetings may be required as determined by the PDC. Meeting agendas and topics will be jointly developed a minimum of five (5) business days prior to the meeting. All meetings will be held during normal business hours. At no time will participation in PDC meetings or additional projects assigned by the PDC generate overtime. In addition, the AFSCME President will delegate a senior representative to attend the monthly Learning and Development Steering Committee meetings.

The District and AFSCME shall maintain a joint Professional Development Committee (PDC).

Purpose:
The purpose of the committee shall be to work collaboratively with the Human Resources Department to:
- Review current management, supervisory, and internal practices trainings, policies and practices in terms of effectiveness and professional development within the District;

- Recommend new management, supervisory, and internal practices training programs, policies and practices that promote the District goals and address the importance of professional development, increased education and improved skills with AFSCME represented employees as needs arise;

- Assess Work jointly with Departments and the PDC accessing the training needs of the AFSCME bargaining unit represented employees; and

- Provide Recommendations for training and organizational improvements that support employee ownership, goal setting, improved communication, enhanced customer focus and develop employee career paths within the District.

Jointly Develop an evaluation program for employees to evaluate their direct report Supervisors and Managers.

Committee Participants

The PDC committee shall meet at least quarterly and shall be composed of the AFSCME President and two (2) union members appointed by the AFSCME Business Agent, AFSCME President, The Human Resources Director and two (2) additional members from the executive management team appointed by the HR Director, or designee(s) and the Chief Human Resources Officer, or designee.

Meetings

The PDC will establish regular meetings every other month (6 per calendar year). Additional meetings may be required as determined by the PDC. Meeting agendas and topics will be jointly developed a minimum of five (5) business days prior to the meeting. All meetings will be held during normal business hours. At no time will participation in PDC meetings or additional projects assigned by the PDC generate overtime.

T.A.
T.D.
Tina Acree
3/7/17

T.A.
Stef
Grant
3/7/17
ARTICLE 20. TERM OF AGREEMENT

Following ratification of this Agreement by the Union and approval by the AC Transit Board of Directors, it shall become effective and shall remain in full force and effect from April 1, 2014-2017 until March 31, June 30, 2017-2020.

TA
Tina Acree
3/30/17

TA
Grant Lee
3/30/17
AFSCME counter to District Counter 2-16-17 to: AFSCME Local 3916 Proposal to AC Transit

February 23, 2017

Proposal # 32

2016/17 Contract Negotiations

January 12, 2016

ARTICLE 19. GENERAL PROVISIONS

19.3 LIVING AGREEMENT

A. The parties recognize that not all areas susceptible to collective bargaining may have been raised and/or appropriately addressed. Accordingly, the parties agree that during the term of this Agreement, such items and issues may be negotiated and/or met and conferred upon, except when such discussion may alter other provisions of this agreement. Should such discussions take place and the parties have reached a meeting of the minds, a separate, interim agreement may be entered into by the parties and shall expire upon expiration of the current agreement, unless both parties mutually agree to an alternate expiration date.

A. This Agreement supersedes all past practices as applied to covered classifications.

19.4 FEDERAL AND STATE MANDATES

The District and the Union shall negotiate the implementation of Federal and State mandates that affect the terms of this Agreement and/or the wages, hours and working conditions of employees covered by this Agreement consistent with the collaborative process outlined in Article 2.2 Non-Discrimination & Harassment unless otherwise agreed to by the District and the Union.

19.5 DEFINITION OF DAYS

Unless otherwise set forth in this Agreement reference to "days" are to be business days. In computing "business" days, Saturdays, Sundays and holidays shall be excluded.
AFSCME Local 3916 Proposal to AC Transit

Proposal # 33

2016/17 Contract Negotiations

January 12, 2016

MOU-2011-1

ITEMS REFERRED TO LMC

The following items were discussed in negotiations and by agreement of the parties have been referred to the LMC:

1. Possible implementation of a VEBA plan for bargaining unit employees.


MOU-2011-2

RETIREMENT BOARD

The parties agree to recommend to the Retirement Board the appointment of an AFSCME representative to the Board.

Refer to Article 13 Retirement

MOU-2014-1

The District and Union are committed to establishing Maintenance Supervisor shift schedules that provide qualified staffing that meets District needs while also providing continuity and stability. The parties agree to meet and confer not later than April 1, 2015, to establish a fair process for scheduling maintenance supervisor shifts. Either Party is free to raise this issue in LMC prior to that time.

Refer to Article 24
ARTICLE 24. MAINTENANCE

24.1 SHIFT ASSIGNMENTS

A. There shall be three shifts for Maintenance Supervisors -
   - Day
   - MidSwing MID
   - LateGrave LATE

B. The shift for Electronics Supervisor and Lift Maintenance Supervisor shall coincide with the day shift for Maintenance Supervisors. Shift differentials are not applicable to these shifts.

24.2 SHIFT DIFFERENTIALS/Premium Pay

Day

Mid - 5% MID 5%
Late - 10%

When fifty percent (50%) or more of an employee’s shift occurs between the hours of 4:00 pm and midnight, a swing MID shift premium differential of fifteen percent (15%) (55%) will be paid for all hours worked during the shift.

LATE 10%

Where fifty percent (50%) or more of an employee’s shift occurs between midnight and 8:00 am, a graveyard LATE shift premium differential of fifteen percent (15%) (1010%) will be paid for all hours worked during the shift.
Such differentials shall not be made a part of the employee's base pay. If an employee receives a differential/shift premium on a regular basis, they will receive the same differential while they are on management leave, holiday, vacation and/or or sick leave.

An individual's shift pay will be determined by the shift on which the majority of the work is performed.

24.3 PROJECT PAY

The parties agree that the philosophy behind Project Pay is based on an intent to recognize and compensate those employees who, as a part of their job, work more than they are compensated for by management leave, and who cannot routinely flex a regular work schedule due to shift assignment.

The parties agree that project pay shall be $260.00-675.00 (To Be Determined and Approved) per day when an employee is requested to work an additional shift by the District.

24.43 Uniforms

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

24.54 Holiday Staffing Levels

Maintenance Superintendents will determine the staffing level needs on holidays. The District will conduct an annual holiday sign up for the Maintenance Divisions District wide. The holiday sign up will be for each holiday. Supervisors who sign up for work on holidays may work at any Division and/or any shift. If there are no volunteers inverse seniority will prevail.

For all defined holidays (Article 10), Maintenance will staff will not be required to work unless the employee volunteers, there is an emergency or extraordinary circumstance. If there is an emergency or extraordinary circumstance and there are no volunteers for the shift, inverse seniority will be used.

For ALL defined holidays (Article 10), Maintenance staff at Divisions will be required to work in accordance with Maintenance Department staffing level needs as determined by Division Management.

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

24.7.6 Adequate Staffing Levels

Union recognizes District’s right to modify work assignments or shifts in order to have adequate supervisory coverage to support the District’s business needs. When a known temporary vacancy of thirty (30) days or more occurs, a work assignment or shift modification may be required.

The District and Union are committed to establishing Maintenance Supervisor shift schedules that provide qualified staffing that meets District needs while also providing continuity and stability. If there is an issue regarding adequate staffing levels, both parties agree to meet and confer on the subject and to establish a fair process for scheduling Maintenance Supervisor shifts.

24.8.7 Inter Division/Work Location Transfer

The District shall first request to fill the work assignment or shift by asking for a volunteer at the Division/work location where the change is needed. If no one volunteers, District shall make a good faith effort to provide as much advanced notice to the employee selected, based on seniority, [DCS2][DCS3][AD4][DCS5], as operationally possible. At a minimum, a fourteen (14) calendar days’ notice to modify a work assignment or shift shall be provided to the employee. This should not preclude any employee from agreeing to modify a work assignment or shift without a fourteen (14) calendar days’ notice if mutually agreed by District and the employee.

The District shall provide written notice to the Union President and Business Agent of the work assignment or shift modification and include the date of notice to the employee, start date of the new assignment or shift and business case justification.

24.9.8 External Division/Work Location Transfer

It is understood that most work assignment or shift changes occur within the same Division/work location; however, there may be a need to move an employee to another Division/work location to cover a temporary vacancy.

The District shall first request to fill the work assignment or shift by asking for a volunteer at
the Division/work location where the change is needed. If no one volunteers, the District shall make a good faith effort to provide as much advanced notice to the employee selected based on seniority as operationally possible. At a minimum, fourteen (14) calendar days' notice to modify a work assignment or shift shall be provided to the employee. This should not preclude any employee from agreeing to modify a work assignment or shift without a fourteen (14) calendar days' notice if mutually agreed by District and the employee.

The District shall provide written notice to the Union President and Business Agent of the work assignment or shift modification and include the date of notice to the employee, start date of the new assignment or shift and business case justification.

Nothing herein, as provided in Modification of Work Assignments, shall be construed to prevent the District from temporarily assigning an employee to provide training or remediation to resolve a job performance problem.

24.109 Permanent Vacancies

When a permanent vacancy(ies) exists, the District shall have the right to determine if the vacancy(ies) will be filled. If the position is to be filled, District will post the position for at least fourteen FIVE (14) $10 calendar days at all divisions/work locations. The position will be open for bid to all current employees for the appropriate classification and will be awarded to the employee with the highest classification seniority. District shall provide written notice to the Union President and Business Agent within five (5) calendar days of the work assignment/shift employee that received the position and the start date.

If no one bids on the position, the District may fill the position with an employee newly hired to the District. If the position is filled through the bidding process, the resulting vacancy may be filled by a newly hired employee to the District.
District Counter 4/7/17 to AFSCME Local 3916 Proposal to AC Transit

Proposal # 35

2016/17 Contract Negotiations

January 19, 2016

ARTICLE 25. WAGE
ADJUSTMENT

Effective April 61, 20142017, all employees in the bargaining unit will be entitled to a 3.25% general wage increase.

Effective April 5July 1, 20152018, all employees in the bargaining unit will be entitled to a 3.25% general wage increase.

Effective April 5July 1, 20162019, all employees in the bargaining unit will be entitled to a 3.25% wage increase.

Effective July 1, 2020, all employees in the bargaining unit will be entitled to a 4% wage increase.

SIGNING BONUS

Upon Union ratification and District board Board-adoption all current AFSCME represented employees on payroll effective April 1, 2017 will receive a $450 1000 signing bonus.

TA
Grant Le
April 6
4/12/17

TA
Tina Heren
C En
4/12/17
11.5 LEAVES OF ABSENCE

It is the purpose of this section to set forth the types of leave and eligibility and procedures to obtain leaves. There are other options available to employees which they are encouraged to explore such as ADA, Workers' Compensation and State Disability. Some of these options are available in addition to and can be used in conjunction with the leaves available under this section. For further information contact the Human Resources or Benefits Department.

A. Types of Leave
(update with current Federal and State Law)

1. Family and Medical Leave (FMLA/CFRA): This leave is intended to meet the requirements of the Family and Medical Leave Act of 1993 (the FMLA), and the California Family Rights Act (CFRA) and the California Pregnancy-Disability Act (CPDA) for employee leave requested under those statues. This leave does not cover leave requested under other federal or state laws and should be read in conjunction with the District's other leave policies. Should current law differ, current law shall prevail.

   (a) FMLA/CFRA leaves are available for:

   (1) The birth and care of a newborn child, the placement and initial care of an adopted or foster child;

   (2) To care for an employee's spouse, previously designated domestic partner, child or parent with a "serious health condition"; or

   (3) An employee's own "serious health condition" which makes the employee unable to perform the
essential functions of his/her job.

(b) FMLA leaves are available for:

(1) **Qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent; or**

(2) **Care of a covered service member's spouse, child, parent or next of kin with a serious injury or illness. This military caregiver leave provides up to 26 weeks of leave in a single 12 month period.**

(c) CFRA leaves are available for:

(1) **The birth and care of the child of a previously designated domestic partner; or**

(2) **The care of a previously designated domestic partner, or child of the previously designated domestic partner with a serious health condition.**

(bd) **Eligibility**

Employees are eligible for FMLA/CFRA leave if:

(1) The employee has been employed by the District for twelve (12) months; and

(2) The employee has been at work at least 1250 hours during the twelve month period before the leave is to start.

(ee) **Duration of the Leave**

(1) Eligible employees are entitled, in most instances, to up to 12 weeks of FMLA leave within a 12 month rolling period, except if a longer period is provided by law.

(2) The 12 month period is determined by a rolling twelve (12) month period.
(3) Eligible employees on a workers' compensation leave of absence will be granted leave for a period equal to the duration of the disability. However, FMLA/CFRA will only be extended for the first 12 weeks of such work-related medical disability. The FMLA/CFRA will not serve to extend the eligibility for medical benefits. Except for industrial injury, in no case shall the employee be eligible for more than six months paid medical benefits.

(4) Leave taken by an employee for the birth or placement of a child must be taken in increments of two weeks or more within 12 months of the birth or placement of the child. However, for this purpose, the District will provide bonding leave between one to thirteen days on two separate occasions within the 12 month period. In the case of a previously designated domestic partner, FML may be taken once for the birth or adoption of the same child, not both.

(5) Under certain circumstances, leave may be taken on an intermittent or reduced leave schedule if medically necessary. The employee must make a reasonable effort to schedule his or her leave so as not to unduly interrupt District operations.

If an employee chooses to take intermittent or reduced leave, the District may require the employee to temporarily transfer to another position for which the employee is qualified, and which would provide equivalent pay and benefits and a better accommodation for the employee's recurring periods of absence.

(6) If leave is taken for the birth, adoption or placement for foster care of a child or care of a parent with a serious health condition, FMLA/CFRA will be limited to a combined total of 12 weeks in a 12 month rolling period by spouses or previously designated domestic partners who both work for the District.

(df) "Serious Health Condition"

A "serious health condition" as used herein means an illness, injury, impairment, or physical or mental condition
which involves one of the following:

(1) Any period of incapacity or treatment in connection with or consequent to inpatient care in a hospital, hospice, or residential medical care facility.

(2) Any period of incapacity requiring absence from work or school or other daily activities, of more than three consecutive full calendar days, provided said absence is a result of continuing treatment by a health care provider at least twice within 30 days of the first day of incapacity, or once with continuing regimen of treatment under the supervision of the health care provider.

(3) Any period of incapacity due to pregnancy, prenatal care, childbirth, or related medical conditions.

(4) Continuing treatment by any period of incapacity, or treatment under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity for more than three calendar days or for prenatal care. Treatment does not include routine physical exams, eye exams, dental exams, the taking of over-the-counter medication, or bed rest that requires periodic visits, continues over an extended period of time, and may cause episodic rather than continuing periods of incapacity.

(5) A period of incapacity, under active treatment and continuing supervision by a health care provider, for permanent or long-term conditions for which treatment may not be effective.

(6) Any period of incapacity—absence to receive multiple treatments (including recovery therefrom)—those treatments or restorative surgery after an accident or other injury, or for a condition which would likely result in incapacity of more than three consecutive, full calendar days absent medical intervention or treatment. Treatment does not include routine physical exams, eye exams, dental exams, the taking of over the counter medication or bed rest.
"Serious health condition" does not include short-term conditions such as colds or flu, for which treatment and recovery are very brief.

Substitution of Paid Leave:

Employees must use sick leave for absences due to their own "serious health condition" or during FMLA/CFRA for the "serious health condition" of a family member. After exhausting sick leave employees requesting leave must use accrued vacation, compensatory time off or management leave. An employee may elect to use sick leave for FMLA/CFRA for a family member.

Certification:

An employee who requests leave to care for their own "serious health condition" including disability as a result of pregnancy, or the "serious health condition" of a family member, must provide a certification by their health care provider, acceptable to the District, which supports the leave request. The certification must state the date on which the health condition commenced, the probable duration of the condition and the appropriate medical facts regarding the condition, but need not state the diagnosis. If the employee has a "serious health condition," the certification must state that the employee cannot perform one or more of the essential functions of his or her job.

This certification must be provided by the employee within 15 calendar days of the request for leave, unless it is not practicable to do so. Failure to provide the required certification in a timely manner may delay the taking of the leave as requested.

In the case of FML, the District may also require a second or third opinion by a health care provider of its choice at its expense.

2. Pregnancy Disability Leave: This leave is intended to meet the requirements of the California Pregnancy Disability Leave Law (PDL) for employee leave requested under this statute. This leave does not cover leave requested under other federal or state laws and should be read in conjunction with the District's other leave policies. (Update with current federal and state law)
Employees disabled as a result of pregnancy are entitled to a leave of absence for the time she is disabled up to a maximum of four months as certified by your health care provider. Employees are entitled to such leave upon being hired. This leave is in addition to FML for which an employee may be eligible. This leave may run concurrent with FML if eligible. Medical certification of the disability is required to be completed by a licensed health care provider. Should current law differ, current law shall prevail.

Employees off due to pregnancy disability must use accrued sick leave, but have the option to use vacation or compensatory time off.

3. **Leave of Absence**: A leave of absence may be requested for the employee's own health condition, emergencies or personal reasons up to a maximum of six months, unless there has been an approved extension or the employee is in the reasonable accommodation process. Such leave may be renewed for additional periods of time not to exceed six months each, on the recommendation of the Division Superintendent or Department Manager and the approval of the General Manager.

The District has sole discretion to grant the request for the leave and may grant less leave than requested due to the operational needs of the District or failure of the employee to substantiate the need for the time requested.

All leaves of absence are without pay except as set forth in Article 11.5.B.3 below.

B. **Procedures-All Leaves**:

The following procedures are applicable to all types of leave set forth in this Article.

1. **Requests**: Employees must give a 30 calendar day written notice of their intent to take leave to the Human Resources Department, unless such leave is unforeseeable. If the leave is unforeseeable, notice must be given as soon as practicable.

Requests for extensions of leave must be made at least 15 calendar days in advance of the date the extension is to commence unless unforeseeable circumstances prevent such
notice. Requests for extension must be submitted in writing to the Human Resources Department. The District may request re-certification of any underlying serious health condition.

In all cases, requests for leave must be made on the Request for Leave form. The request must be complete and in writing and must state the reason for the leave, the duration of the leave and the starting and ending dates of the leave. Failure to submit the form to the Human Resources Department may result in delay or denial of the employee's request.

2. **Effect on Benefits**

   (a) **Generally:** Except as set forth in the Agreement or in the Retirement Plan document, for leave taken in excess of one month or major portion thereof, an employee will not accrue any benefits during the leave period. The leave does not entitle the employee to any greater rights than he or she would have had if he/she had remained in the workplace.

   (b) **Health and Welfare:** The employee will remain covered by the District's health care benefits for a period not to exceed six months. However, if the employee does not return to work after the leave period, the District may require the employee to repay the health care premiums paid by the District during the leave period, unless the employee does not return due to a "serious health condition" as set forth above, or due to circumstances beyond the employee's control. If an employee is required to reimburse the District for health care premiums, said sums may be deducted from any accrued sums due the employee upon separation of service with the District.

   If the leave extends beyond six months, the employee may elect to purchase health benefits.

   (c) **Holidays:** If a paid holiday falls during the period an employee is on leave of any kind, the employee is not eligible for holiday pay, except for industrial illness leave and for sick leave as enumerated in Article 10.2.A.

   (d) **Vacation:** An employee on leave of any kind for one month or a major fraction thereof, does not accrue vacation credits during that time, except for industrial illness or injury leave.

3. **Use of Paid Leave:** An employee may not be on unpaid leave of
absence until all accrued leaves have been exhausted unless otherwise set forth in this Agreement or as authorized by the General Manager.

If an FLSA exempt employee has exhausted all appropriate accrued leave, he or she may have his or her salary reduced by the hourly amounts for absences including absences of less than one full day if allowed by law.

4. **Reinstatement:** An employee returning from leave will be reinstated to the same or equivalent position, with equivalent pay, benefits and other terms of employment.

5. **Status Update:** Employees on leave must check-in monthly with their Superintendent or Manager to advise them of their status and the probable date of their return to work. The District may request verification acceptable to the District from the employee of his/her continuing need for leave.

6. **Return From Leave:** An employee must contact his/her Superintendent or Manager at least 5 working days prior to their intended return to work date for the purposes of discussing the return. Failure to contact the employee's supervisor may result in a delay in return to active status.

7. A leave of absence will automatically be canceled and employment terminated if the employee is working in a position incompatible with the stated reason for the leave.

8. **Failure to Return From Leave:** Failure to return to work upon the expiration of any leave of absence will result in termination.

### 11.6 MILITARY RESERVE LEAVE

Military leaves of absence are granted in accordance with the provisions of the Military and Veterans' Code of the State of California as well as any applicable Federal regulations.

A. **Procedures**

1. **Request:** Immediately upon receipt of military orders, the employee must complete and submit a "Request for Leave of Absence" form to the Supervisor or Department Manager.

Any employee who is required to report for temporary active military duty will be granted a leave of absence.
2. **Pay and Benefits**

(a) If the employee has one year of continuous service with the District when ordered to active duty, the District will pay the employee's full salary for up to thirty (30) days per calendar year while on required military leave. The employee must present written verification, satisfactory to the District, indicating the time served during active duty. Employees will be paid only for work days missed due to active military leave.

(b) Travel days will be paid only when required by law, and upon presentation of verification of attendance acceptable to the District.

(c) Employees will not be paid for weekend drills or training.

(d) Employees on active duty may request to cash out accrued uncompensatory time off, vacation, or holiday credits in that order, not to exceed time spent on active duty. Lump sum payments are limited to one month's pay at a time.

(e) Health benefits and free transportation shall continue for six months.

(f) Accrued vacation days or uncompensatory time may be applied to offset any loss of pay while an employee is on active duty.

3. When Military Weekend Drill interferes with an employee's assigned work schedule, a Department Manager or Supervisor may change an employee's shift or work day in order to accommodate the employee's temporary military leave.
ARTICLE 17
PERSONNEL ACTIONS

17.1 HIRING AND SELECTION

A. Recruitment and Qualifications: The District acknowledges the benefits of promoting from within the agency while adhering to Board policy to provide equal employment opportunity hiring, and balancing the need to hire the best qualified candidate.

The District will determine whether to post job opportunities internal only or internal and external simultaneously and shall consider internal only postings whenever feasible.

The District shall consider a variety of factors, including but not limited to the anticipated number of qualified candidates, the specialization and scarcity of knowledge, skills or experience required for the job, and the need to address deficiencies in staffing underutilization as identified by the District's EEO Office.

District employees will be evaluated using the same criteria and on the same basis as external candidates; however, current service and experience with the District shall be a positive factor in hiring decisions.

B. Posting:

1. Except as set forth below, all vacancies occurring in Unit positions, including temporary openings and acting assignments of 30 days duration or more, shall be posted for a minimum of ten (10) business days.

2. The above does not preclude the use of eligibility lists for up to one
calendar year.

C. Selection: The selection process shall be determined by the District and shall be applied uniformly for the position.

D. Flexible Staffing: The District may elect to flexibly staff positions or classifications in a series containing an entry and higher level position. In cases where positions and/or classifications have been pre-designated as a flexible staffing position/classification, an employee may be promoted from the entry to the higher level classification in the series without posting or conducting a competitive recruitment.

E. Record Management: The District shall maintain all test materials, correspondence, and other records pertaining to all aspects of a recruitment and screening process for the minimum period required by law.

F. Feedback: In the case of a candidate seeking to review his/her qualifications and/or interview performance, the District will provide verbal feedback without breaching confidentiality. Whenever possible, the District shall help identify development areas for consideration.

G. Appeal: Appeals regarding the recruitment/selection process and/or results must be submitted in writing to the Executive Director of Human Resources (or designee), and AFSCME President and Business Agent within ten (10) business days of the District's announcement of a selection.

The Executive Director of Human Resources shall respond in writing to the AFSCME President and Business Agent and the employee filing the appeal within ten (10) business days from receipt of the appeal.

17.1 OUT-OF-CLASS

A. Out of Class Assignments: An employee shall not be assigned duties of any class other than that to which his/her positions is allocated, except as provided in this Article. Out of Class Assignments should be worked out and mutually agreed upon in writing between the employee and their supervisor/manager. This should cover the scope of work to be done and the approximate duration. If this is not done, then the employee should file a claim as listed below.

B. Out of Class Claims: business and forty 40 Executive Director of Human Resources business working calendar the pay the employee at the higher classification for the work performed.

1. If an employee believes that he/she has been assigned
out-of-class duties in excess of ten five (105) working days, they may file an out-of-class claim with the Chief Human Resources Officer. Director within twenty ten (2010) working days of when the employee knew or should have known that he/she was working out-of-class.

2. If found valid, the remedy shall be: (1) the pay of that class if the employee is performing the full range of essential functions as set forth in the job specification a significant portion (i.e., more than fifty ten (5010) percent) of the time; or (2) discontinue the assignment.

17.2 REHIREs

Former employees who have left the District in good standing are eligible for rehire. Such employees who are rehired are considered new employees for purposes of this collective bargaining agreement and shall retain no seniority or other rights.

Rehired employees will be placed in an appropriate salary step within the salary grade consistent with Article 9 of this Agreement.

17.32 CLASSIFICATION CHANGES

When the District desires to establish a new classification or modify any existing classification in the represented Unit, the District shall provide a written copy of either the proposed new classification or the proposed changes to the AFSCME President and Business Agent in writing at least fifteen ten (1510) working business days prior to the proposed action. The Union may request to meet with the Chief Human Resources Director (or designee) Officer within five ten (510) working business days of notification to discuss the proposed changes and compensation for the classification. Said meeting must occur within five (6) working days of the meeting request unless otherwise agreed to in writing between the parties. If a meeting is requested, the proposed changes may not be implemented until the meeting has been held. Questions regarding representation of classifications shall be reviewed in accordance with Article 1.2.

17.3 HIRING AND SELECTION

A. Recruitment and Qualifications: will initially candidates prior to going outside. The District understands the value of its employees and promotions from within our great organization. Based on the District's core value of internal promotions, shall determine if the internal
recruitment will be done first, then followed by will be internal or both external and internal recruitment if no qualified candidate is available. If it is the latter, District employees will be evaluated using the same criteria and on the same basis as outside candidates; however, current service with the District shall be a positive factor in hiring decisions. Except as set forth above, the District shall be responsible for establishing the minimum qualifications and selection criteria.

B. Posting:

1. Except as set forth below, all vacancies occurring in Unit positions, including temporary openings and acting assignments of 30 days duration or more, shall be posted for a minimum of ten fifteen tenfive (10) working business days.

2. The above does not preclude the use of eligibility lists. If eligibility lists are available for up to one calendar year, if an Eligibility List is used, a copy will be provided to the AFSCME President and Business Agent.

C. Selection: The selection process shall be determined by the District and shall be applied uniformly for the position.

D. Flexible Staffing: The District may elect to flexibly staff positions or classifications in a series containing an entry and higher level position. In cases where positions and/or classifications have been pre-designated as a flexible staffing position/classification, an employee may be promoted from the entry to the higher level classification in the series without posting or conducting a competitive recruitment.

E. Record Management: The District shall maintain all test materials, correspondence, and other records pertaining to all aspects of a recruitment and screening process for the minimum period required by law, no less than three (3) years. In the case of a current employee seeking to review his/her application performance, the District shall provide a summary of the selection tool results. If requested by the applicant, the summary shall be in writing and provide verbal feedback.

F. Appeal: Complaints or Appeals regarding the recruitment/selection process and/or results must be submitted in writing to the Executive Chief Human Resources Officer, Director of Human Resources, AFSCME President and Business Agent, with a copy to all permanent members of the LMC, within ten (10) working business days of the District’s announcement of a selection. The Chief Human Resources Officer, Director, Executive Director of Human Resources shall
respond in writing to the AFSCME President and Business Agent and the complaint/appeal employee filing the appeal within ten (10) working business days from receipt of the appeal.

If the employee is not satisfied, the appeal may be forwarded to the LMC grievance process within ten (10) working days of receipt of the written response.

17.44 OFFICIAL PERSONNEL FILE

An employee's official personnel file shall be maintained in by the Human Resources Department. An employee, or the properly authorized staff representative of the Union Representative, may review his/her personnel file during regular General Office hours upon reasonable prior written notice. At the discretion of his/her supervisor, an employee may be excused for a reasonable period of time, not to exceed thirty minutes, to review his/her official personnel file.

Except for documents of a routine nature, nothing shall be placed in the employee's file without providing the employee a copy.

Documents of a disciplinary nature or negative performance reports shall be removed from the employee's file at the written request of the employee after a period of two (2) years, unless the District can show that the original behavior has not changed or improved.

17.5 REHIRE

Former employees who have left the District in good standing are eligible for rehire. Such employees who are rehired are considered new employees for purposes of this collective bargaining agreement and shall retain no seniority or other rights.

Rehired employees will be placed in an appropriate salary step within the salary grade consistent with Article 9 of this Agreement.

All rehires of retirees will be governed by PEPRA provisions.

17.6 CAREER PATHS

The District shall establish and maintain identified promotional paths and will work collaboratively with the Union pursuant to Article 16.5 Professional Development Committee. Employees are encouraged to acquire and develop the skills necessary
in order to take advantage of the internal promotional system when vacancies occur.

17.57 ACTING ASSIGNMENTS

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

   A. The acting assignment is to address with a known vacancy of fifteen thirty (3030) calendar days or more and generally does not exceed six (6) months unless under exigent circumstances and approved by the General Manager (or designee).

   B. The appointed person must meet the minimum qualifications and be capable of performing the essential functions of the higher classification position without training or additional supervision.

   A. The District shall compensate employees in acting assignments at 4.75% of their current base wage or the nearest next highest step of the classification of the higher position, whichever is higher in accordance with Article 9.5 Acting Positions.

   B. In case of acting assignments of less than thirty (30) days or assignments created to backfill for supervisory vacations or leave, may be filled without following the posting provisions in Article 17.3.B Posting.

   C. The District shall log in the employee's record the acting assignment including job title and dates of the acting assignment.

   D. An acting assignment requires pre-approval. Requests by the hiring manager are reviewed and subject to approval by the Department Head, the Executive Director, Human Resources and approved by the General Manager.

   F. The District shall have the right to unilaterally terminate an acting assignment without recourse to the grievance arbitration procedure.

   G. The AFSCME President and Business Agent will be notified in writing of all acting assignments, duration, employee placed in the acting position
and any changes that may occur prior to the end of the assignment.

17.6 OUT OF CLASS ASSIGNMENTS

An "out of class" assignment is made at the discretion of management to temporarily appoint an employee to assume work that is above the employee's current classification in order to maintain operational continuity or meeting critical project deadlines. In an out of class assignment, the employee will assume a substantial portion, but not the full scope, of the higher classification work.

A. The out of class assignment is generally in excess of 30 days but no longer than three (3) months unless under exigent circumstances and approved by the General Manager (or designee).

B. The higher classification work shall be greater than 50% of the employee's current overall scope of work duties, and shall not exceed a maximum of two (2) salary grade levels from the employee's current salary grade.

C. The appointee is not required to meet minimum qualifications, but must be able to perform required duties of the position with minimal to no training.

D. A compensation adjustment of five percent (5%) based on the employee's existing salary shall be provided for individual employees designated by the District to serve in an out of class assignment.

E. Out of class assignments require pre-approval. Out of class assignment requests by the hiring manager are reviewed and subject to approval by the Department Head, the Executive Director, Human Resources and approved by the General Manager.

F. The District shall have the right to unilaterally terminate an out of class assignment without recourse to the grievance arbitration procedure.

Out of Class Claims:

If an employee believes that he/she has been assigned out of class work, the employee may file an out-of-class claim with the Executive Director of Human Resources (or designee) within ten (10) business days of discovering he/she may be working out of class, or within thirty (30) calendar days after the assignment ends, whichever is later.
If the out of class claim is found valid, the remedy shall be: pay the employee 5% for the out of class work performed and for the District to exercise discretion to discontinue. Out of class claims are not subject to the grievance process as outlined in Article 8. the higher classification for the work performed.

Nothing contained in this section may be grieved.

17.7 PROJECT PAY
Project pay may be authorized at the discretion of management to temporarily assign projects where such work is typically outside of the scope of duties of the employee's assigned classification specification, and is related to overseeing projects of significant operational impact and/or complexity and performed on a limited-term basis in order to maintain operational continuity or meeting critical project deadlines.

A. The assignment is generally greater than 30 days in duration and not to exceed one (1) year unless due to exigent circumstances and approved by the General Manager (or designee).

B. The appointee must be able to perform the requires duties of the position with minimal to no training.

C. Project Pay is discretionary and will be paid up to ten percent (10%) of the employee's base pay depending on the scope and significance of the project.

D. Project Pay assignments require pre-approval. Requests by the hiring manager are reviewed and subject to approval by the Department Head, the Executive Director, Human Resources and approved by the General Manager.

E. The District shall have the right to unilaterally end the project assignment along with associated project pay without recourse to the grievance arbitration procedure.

17.8 TRAINING POSITION ASSIGNMENTS

A. A training position assignment may be authorized at the discretion of management occurs when the vacancy to leverage a vacancy for District employee training purposes. Training must be an identified component of the assignment and a stated goal.

A. When a vacant position has been designated as a training opportunity, a notice shall be posted announcing the opening for a minimum of ten (10) business days.
B. A training assignment does not require that the employee perform the full range of essential functions of the classification. Training must be an identified component of the assignment and a stated goal.

A.C. Applicants are not required to meet minimum qualifications, but must be able to perform the basic requirements of the position in order to be considered for the training assignment.

F. B. When a vacant position has been designated as a training opportunity, a notice shall be posted within the Unit with all AFSCME units announcing the opening for a minimum of fifteen (15) working business days.

A. Applicants must possess a majority of the minimum qualifications for the classification in order to be selected for a training position.

B.

D.C. There shall be no adjustment in salary for training assignments purposes as the employee is expected to be learning on the job.

D.E. The training assignment shall not exceed six (6) months unless extended by the District and District and mutually agreed upon by the Union due to exigent circumstances. The District will notify the AFSCME President and Business Agent in cases where the District intends to extend a training assignment beyond six (6) months.

The employee shall be evaluated periodically—monthly periodically—in order to obtain feedback on progress and training which still may be needed. In no event will the evaluation be later than ninety-twenty (90/20) calendar—business days after the effective date of the assignment. The employee shall be re-evaluated approximately two (2) weeks prior to the end of the training period.

E. The District shall have the right to unilaterally terminate the training period at any time for any reason without recourse to the grievance/arbitration procedure. If the training period has been terminated, the District will notify the AFSCME President and Business Agent in writing.

F. Nothing contained in this section (Section 17.8—Training Position) may be grieved.

17.9 CAREER PATHS

The District shall establish and maintain identified promotional paths and will work collaboratively with the Union pursuant to Article 16.5 Professional Development Committee. Employees are encouraged to acquire and develop the skills necessary in order to take advantage of the internal promotional
17.910 SPECIAL ASSIGNMENTS

The District has the discretion to create special assignments that do not fall within a specific classification which are needed to maintain operational continuity or to meet unexpected or emergency organizational needs. A special assignment is a temporary assignment of a current employee to an unclassified, unbudgeted position within the District, which work may or may not come within the coverage of the Union.

A. Special assignments are assignments which will last a minimum of thirty (30) work-calendar days but shall not exceed six (6) months unless extended due to exigent circumstances.

B. The District shall notify the Union a minimum of ten (10) working business days prior to the recruitment for the position. The notice shall contain the nature of the position, the minimum qualifications, whether the position is covered by this Agreement and the anticipated duration of the assignment.

C. The District shall post a notice of the special assignment for ten (10) working business days. Said notice shall state the specific skills or knowledge needed for the assignment. Employees shall submit a resume with the application highlighting skills or knowledge needed to perform the special assignment which he/she possesses.

D. There shall be no increase in compensation unless exigent circumstances exist. Based on the work that was done on a special assignment, the Department Head and/or the General Manager, may grant Management Leave per Article 11.8.

E. The District shall have the right to unilaterally terminate a special assignment without recourse to the grievance/arbitration procedures.

17.10 EVALUATION UPON COMPLETION OF ASSIGNMENT
Upon completion of any training, special or acting assignment, an evaluation of the employee's performance shall be completed within thirty (30) calendar days and placed in the employee's personnel file.

17.11 REORGANIZATION

A. The Union recognizes the District's right to reorganize or restructure the work performed by Unit-Union members in a manner that may affect wages, hours, and working conditions. The District recognizes their legal obligation to negotiate mandatory subjects of bargaining, wages, hours, and working conditions.

B. Notice: The District shall give the Union written notice of its intent to reorganize at least fifteen (15) working business days prior to the anticipated change. The notice shall outline the proposed changes. Within five ten- (510) working business days of the date of notice, the Union may request a review by LMC meeting and to confer and discuss with the HR Director Executive Director of Human Resources (or designee).

C. Labor Management Committee: At the request of the Union, all issues associated with changes in wages, hours, or working conditions shall be referred to the LMC for expedited review. However, failure of the LMC to resolve all issues shall not result in a delay of the implementation of the reorganization.

D. Minimum Qualifications: A reorganization cannot result in an employee being placed in a higher or different covered position without possessing the minimum qualifications unless placed into said position on a training basis pursuant to Article 17.9, Special Assignments, in which case there must be agreement between the parties that the employee shall have obtained the minimum qualification within a stated period of time. This exception shall be applied uniformly.

17.12 Project Pay

Project Pay may be authorized by the General Manager, in consultation with the Executive Director of Human Resources and the employee's respective Department Head for performing approved additional project work. Such work is typically outside of the scope of duties of the employee's assigned classification specification, is related to overseeing projects of significant operational impact and/or complexity and performed on a limited-term basis. The duties and the project pay associated with them is subject to District discretion.

Project Pay is discretionary and will be ten percent (10%) of the employee's base pay. The Human Resources Executive Director of
Human Resources shall ensure the Project Pay is reviewed periodically and terminated upon completion of the identified project.

TA
Tina Acree
April 7, 2017

TA
Grant Lee
April 7, 2017
# Comparison of Work Assignments

<table>
<thead>
<tr>
<th>General Purpose</th>
<th>Project Pay</th>
<th>Acting Assignment</th>
<th>Out of Class Assignment</th>
<th>Training Assignment</th>
<th>Special Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>For assignments in which an employee assumes a project of significant complexity and importance and which is outside of the existing scope of duties</td>
<td>For assignments in which an employee assumes the full scope of duties and responsibilities of a vacancy in order to maintain operational continuity and/or to meet critical project deadlines</td>
<td>For assignments in which an employee assumes the duties of a vacancy for the primary purpose of employee training</td>
<td>For assignments that do not fall within a specific classification which are needed to maintain operational continuity or to meet unexpected or emergency organizational needs</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Example</strong></td>
<td>An employee is assigned a capital project or a BRT related project of significant complexity that is not in the scope of employee’s existing work</td>
<td>A Supervisor position is vacated and a Sr. Administrator is appointed to assume the full scope of duties on an interim basis while the supervisor position vacancy is filled</td>
<td>An employee assumes 50% or more of the duties of a higher classification in proportion to existing assigned duties due to a temporary vacancy created by an employee on long-term leave</td>
<td>An employee is asked to assist with a pilot project on a temporary basis. I.E. - Employees are asked to participate in reviewing the uniforms from various vendors and provide feedback</td>
<td></td>
</tr>
<tr>
<td><strong>Basic Terms of Assignment</strong></td>
<td>30 calendar days or more for the defined duration of the project, generally not to exceed one (1) year</td>
<td>30 calendar days or more, generally not to exceed six (6) months</td>
<td>30 calendar days or more, generally not to exceed three (3) months</td>
<td>Generally not to exceed six (6) months</td>
<td>30 calendar days or more, generally not to exceed six (6) months</td>
</tr>
<tr>
<td><strong>Qualifications</strong></td>
<td>Must be qualified to perform the significant required duties of the assignment with minimal training</td>
<td>Must meet MQs</td>
<td>Not required to meet all MQs, but must be qualified to perform the significant required duties of the assignment with minimal training</td>
<td>Not required to meet MQs</td>
<td>Not required to meet all MQs, but must be qualified to perform the significant required duties of the assignment with minimal training</td>
</tr>
<tr>
<td><strong>Compensation</strong></td>
<td>Up to 10%</td>
<td>4.75% or the nearest next highest step of the classification of the higher position, whichever is higher</td>
<td>Flat 5%</td>
<td>No pay change</td>
<td>No pay change unless exigent circumstances exist</td>
</tr>
<tr>
<td><strong>Pre-Approval Requirement(s)</strong></td>
<td>Dept Head, Executive Director HR, GM</td>
<td>Dept Head, Executive Director HR, GM</td>
<td>Dept Head, Executive Director HR, GM</td>
<td>Dept Head, Executive Director HR</td>
<td>Dept Head, Executive Director HR</td>
</tr>
<tr>
<td><strong>Records</strong></td>
<td>No change of position in employee's record</td>
<td>Log acting position in employee's record (PeopleSoft)</td>
<td>No change of position in employee's record (PeopleSoft)</td>
<td>No change of position in employee's record</td>
<td>No change of position in employee's record</td>
</tr>
</tbody>
</table>
TA
Tina Myers
4/7/17

TA
Ant Lee
Grant Lee
4/7/17
This article shall set forth procedures for management employees who are affected by a reduction-in-force.

18.1 DEFINITION

Layoff shall be defined as an involuntary termination of employment due to lack of work or lack of funds.

18.2 AUTHORITY

The District shall have the right to make the determination of need for layoff and what positions will be eliminated.

18.3 NOTICE

The District shall notify the Union-AFSCME President and Business Agent that it intends to reduce the Unit workforce no less than thirty (30) calendar days prior to the effective date of layoff of affected employees in the bargaining unit. The notice shall include the reason for the layoff, the classifications and positions affected, the names of the employees, the seniority information associated with the layoff, and a list of all current vacant budgeted bargaining unit positions.

18.4 NEGOTIATIONS

The District and the Union shall meet to negotiate the effects of the reduction in force.

18.5 NOTICE TO THE EMPLOYEE

The employees affected by the District’s decision to eliminate positions shall be informed in writing at least fifteen (15) working days in advance of the effective date of the layoff. The notice shall also include the reason for the layoff and employee’s rights under this section to exercise bumping rights and alternatives.
to the layoff, if any. Within five (5) working days of receiving a layoff notice, the affected employee may request from the District a list of all bumping opportunities available to the affected employee. The District shall comply with the request within five (5) working days of said request.

18.6 ORDER OF LAYOFF

In the event of a layoff, temporary employees shall be laid off before permanent employees within a classification. In the event of a layoff, employees in an affected classification will be laid off in inverse order of District seniority within the classification reduced. In the event of a tie, the employee with the lowest classification seniority shall be subject to the layoff.

18.7 BUMPING

Represented employees who have received lay-off notices shall have the right to bump into a lower or lateral classification within the bargaining unit, if the laid off employee has served in a classification and has more seniority based on the employee's date of employment within that classification than incumbent in the classification, or is qualified to serve in a classification where he/she has served in a higher classification in a series and has more District seniority than the incumbent. The employee who bumps into a position must have the experience and qualifications needed to perform the duties of that position.

18.8 ALTERNATIVES TO LAYOFF

A. Transfer: Once a reduction in force has been authorized, the District shall have the right to transfer affected employee(s) into any vacancies existing in the Unit-bargaining unit at the time of the layoff for which the employee meets the minimum qualifications. Vacant positions include those positions filled by temporary employees. Compensation shall be pursuant to Article 9, but in no event shall there be a salary increase.

B. The first six (6) months shall be a probationary period. If the employee is terminated during the probationary period, he/she retains all rights in Articles 18.9 Severance, 18.10 Rehire, and 18.11 Continuation of District Benefits. The employee has no obligation to accept said reassignment and may elect to take the layoff or use bumping rights. If the employee accepts the reassignment, he/she shall remain on the rehire list for the higher classification from which the employee was laid off, and shall automatically be reassigned to the classification if it becomes vacant within eighteen (18) months of the reassignment. The employee must continue to meet the minimum qualifications and remain qualified to perform the duties of the classification, in which case the employee shall not be required to apply or compete for a vacancy within the former classification. Such individuals shall become or remain Union
18.9 SEVERANCE

In the event an employee is laid off, in addition to compensation for accrued and unused vacation and compensatory time in accordance with Article 8 Hours of Work and Overtime, he/she shall receive severance compensation based on one (42) week's pay for each full year, or major fraction thereof, of service with the District.

Service in part-time positions shall be computed on the basis of 2,080 hours equals 1 year of service. An employee is entitled to severance pay only in the event that the employee is placed on the rehire list and remains on the list for three (3) months. Accepting severance pay will be a final termination of employment with the District.

18.10 REHIRE

The District's obligation to retain an individual in a layoff status will cease immediately upon rejection by the employee of any reemployment offer made by the District in the classification last served in or one of comparable salary. Rejection by the employee of an offer that is less by 10% or more of the employee's rate of pay at the time of layoff and of a position for which the employee is qualified shall not remove the employee from the rehire list.

A. Eligibility for Reemployment: If the work force is increased in a classification which was reduced within eighteen (18) months of the reduction, the person(s) laid off from that classification shall be eligible for reemployment to the added or restored positions provided he/she meets the minimum qualifications for the position. Individuals shall be offered reemployment based on inverse order of layoff.

B. Notice of Reemployment: In order to be eligible for reemployment, an individual must keep the District informed of his/her current address and telephone number. A Notice of Reemployment will be sent by both regular U.S. certified mail and a copy to the Union AFSCME President and Business Agent. An individual must respond to a Notice of Reemployment within ten (10) business days of the date of the notice to return to work within three (3) weeks of the date of the Notice of Reemployment mailed or lose reemployment eligibility. The date of return can be changed by mutual agreement of the District and employee.
CONTINUATION OF DISTRICT BENEFITS

A. **District Paid Benefits:** The District will continue employer payments for health plan, dental, vision, and life insurance, for up to six (6) months for an individual who is laid off [provision] provided that the employee does not become eligible for employer-paid or employer-subsidized health and welfare coverage through new full-time, regular employment or retirement. The coverage provided will be at the same level provided immediately prior to layoff. It is the responsibility of the individual to notify the District promptly of the individual's entitlement to such coverage pursuant to other employment. **Employee continues to be responsible for all employee contributions for benefit premiums.**

B. **COBRA:** The laid off employee may elect to continue coverage under applicable District plans for eighteen (18) additional months by paying the full cost of coverage under the applicable enrolled group plan plus a two percent administrative fee.

LAYOFF STATUS

Individuals on layoff status shall not be considered District employees and shall not accrue any benefits, vacation, or sick leave while on layoff status, with the exception of employees who accept reassignments to lower classifications as an alternative to layoff.

BENEFITS UPON REEMPLOYMENT

Upon reemployment from layoff status under any of the provisions of this Article or as a result of obtaining District employment through a competitive recruitment process within eighteen (18) months of the effective date of the layoff, the affected individual shall regain his/her seniority date, resumption of accrual of sick leave credits on a pro rata basis for the remainder of that calendar year, and full restoration of all earned, unused sick leave on the books at time of layoff including credits earned, on a pro rata basis, for every month or major fraction thereof worked during the calendar year the layoff occurred, and resumptions of benefits with the waiting period set forth in the plans referenced in Article 12 Health and Welfare.

3/10/17

Grant Lee
ARTICLE 22. BARGAINING UNIT WORK

22.1 BARGAINING UNIT WORK

A. Except as provided herein, all bargaining Unit work shall be performed, whenever possible, by permanent AFSCME represented employees of the District.

B. First consideration shall be given to permanent AFSCME represented employees who are qualified to fill the temporary assignment. Operational needs will be taken into consideration in the final selection.

22.2 USE OF TEMPORARY HIRES

A. The District shall not use the services of temporary hires to perform bargaining Unit work except:

1. When a hiring and recruitment are in process to fill a position on a permanent basis, where no qualified AFSCME member is available;

2. When a project exists that cannot be performed by permanent employees due to a workload issue or deadline requirement;

3. Because the project requires specific expertise that does not exist within the permanent work force or cannot be developed within a reasonable period of time to meet the identified need; or

4. Where other legitimate business needs of the District exist.

B. First consideration shall be given to permanent AFSCME represented employees who are qualified to fill the temporary assignment. Operational needs will be taken into consideration in the final selection.
C. The District shall review and monitor the District's performance in reducing the number and length of temporary hire appointments and in reducing the ratio of temporary hires to permanent employees in positions represented by the Union.

D. In addition to provisions in Article 22.3 below, the Union President may, at any time, request further discussion and problem solving on issues relating to the use of temporary hires through the expedited LMC process, established in Articles 6.8 and 6.9, by requesting a meeting with the Executive Director of Human Resources to discuss the Union’s concerns.

E. When Temporary Hires are being used to perform AFSCME designated work, the District will provide the AFSCME President and Business Agent written notification, using the existing Monthly Temp Report, of the classification of the temporary hire along with details on the work to be done, duties and responsibilities and duration of the job title and the start date of the temporary hire.

22.3 PROFESSIONAL SERVICE CONTRACTS

Professional service contracts shall be defined as services acquired through the competitive procurement process for an hourly or flat rate for a specified length of time not to exceed 6 months.

The District may enter into professional service contracts when a project exists that cannot be performed by permanent AFSCME represented employees due to a workload issue or deadline requirement; because the project requires specific expertise that does not readily exist within the permanent work force; or to fulfill the legitimate business needs of the District. The decision to use a professional service contract shall be at the discretion of the District; however, the District may not enter into professional service contracts for bargaining unit work due to the failure of the District to staff Departments and/or classifications appropriately.

The Union may at any time request further discussion and problem solving of issues relating to use of specific professional service contracts through the LMC process established in Articles 6.8 and 6.9.

When Contractors are utilized to perform AFSCME designated work, the District will provide the AFSCME President and Business Agent written notification, using the existing Monthly Temp Report and including professional service contracts, including the classification of the contractor is assigned to (if applicable), details on the work to be completed, details on the work to be done, duties and the job title (if applicable) and the duration start date and the end date of the temporary hire.
services-contract, and copy of the contract; the start date of the contract.

TA
Tina Areel
3/27/17

TA
Anna Lee
Grant Lee
3/27/17
AFSCME Counter March 20, 2017 District Counter of 3-14-17 to AFSCME Local 3916 Proposal to AC Transit

Counter to Proposal # U40 (Updated)

2016/17 Contract Negotiations

January 20, 2016 February 16, 2017

ARTICLE 23.
TRANSPORTATION DEPARTMENT

Operations Control Center

23.1 TRANSPORTATION SUPERVISOR OCC SHIFT DIFFERENTIAL

The District agrees to pay a shift differential of seven (7%) percent for Transportation Supervisors working in the Operations Control Center (OCC). In return, the Union acknowledges that work in the Operations Control Center is an assignment through the bid process, and employees are not permanently assigned to the Operations Control Center with the exception of those employees who were previously appointed. Assignment to the Operations Control Center shall be made by the District based on qualification criteria determined solely by the District. Appointment to, and removal from the Operations Control Center is solely at the District's discretion and is not subject to the grievance arbitration procedure. Employees who solely work in OCC will not be required to maintain their Class B License. Appointment to, and removal from the Operations Control Center is solely at the District's discretion and is not subject to the grievance arbitration procedure. (Counter to District Proposal # 13)

The following conditions apply to the seven (7%) percent pay differential for employees assigned to OCC: 

☐ The parties agree that Transportation Supervisors assigned during the bid process to work in the Operations Control Center shall receive a differential in addition to their base pay.

☐ Said premium differential shall be added to the employee's base rate of pay, so long as the employee signs a regular shift in the Operations Control Center.
The seventeen (10%) 7% seven (7%) differential on the base rate of pay also applies when an employee is in a paid leave status (e.g., vacation, holiday, sick leave, training, etc.).

Employees who back fill for Operations Control Center openings shall ONLY receive the seven 7% ten (10%) seven (7%) differential for hours actually worked in the Operations Control Center.

When a Transportation Supervisor assigned to the Operations Control Center works his/her day off on a Road Shift, the differential shall not be applied to that person's pay for that day.

If a Transportation Supervisor assigned to the Operations Control Center is pulled out of the Operations Control Center to cover a road shift, he/she will receive the seventeen 7% ten (10%) seven (7%) Operations Control Center differential.

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

23.2 TRANSPORTATION Road TRANSPORTATION SUPERVISOR AND Operation Control Center Supervisors CONTROLLER SHIFT BIDDING (Counter to District Proposal #5)

A. Seniority and Frequency: Transportation Road Transportation Supervisors and Controllers shall bid for shifts based on department seniority. Sign-ups shall be posted a minimum of fourteen (14) working calendar days prior to the bid being held. Sign-ups shall be held every three months. The shift bid is conducted every three four (4) months, to take effect September in September, December, December, March and June. The District reserves the right to conduct additional sign-ups to meet the legitimate business needs of the District.

B. The results of the bid will be posted by the end of the business day, the day the actual bid is administered.

C. Once the bid is posted it will not take effect for a minimum of fourteen (14) calendar days.

D. Each shift bid will begin on a Sunday for a minimum of fourteen (14) calendar days following the posted bid results.

1. Vacation Signup:
a. The annual vacation sign-ups will be held during the Departmental sign-up in the month of September each year. The process will consist of the following steps to ensure that employees are aware of the process and proper notification is provided. One month prior to the September (August 1st) sign-up, department employees will be notified of the upcoming vacation sign-up to (one week or more) will be conducted by seniority in September - October of each year for the following year.

The sign-ups will be completed and posted for the following year no later than October November 1st. Employees will be allowable to schedule all of their accrued and earned vacation during their scheduled sign up time. The scheduled allotted time for both the work assignment and vacation sign-up shall be scheduled for a six (6) minutes period between employees. Vacation requests for less than one week are done on a first come first serve basis and must be submitted via the current scheduling process (DCS9)[JR10]. If there is a tie in requesting time off seniority will break the tie.

b. If an employee fails to respond at their assigned date with their vacation request, they will be given the identical vacation request from the prior year.

EB. Order of Sign up and General Guidelines

1. **Shifts shall be biddable by Department seniority, and:**
   - All vacations. All shifts and vacations shall be bid by biddable Classification and based on department District seniority.
   
   Employees Supervisors who are off for six (6) consecutive months or more cannot bid on shifts or vacations. When an employee is off for six (6) or more months and they return to work, they will be assigned to the pass list and allowed to bid vacation based on the remaining weeks available, until the next sign up.

2. **Pass List:** Employees may opt by department seniority to be placed on the pass list instead of signing a shift; or, when no shift remains, the supervisor with the least seniority shall be placed on the pass list. Employees on the pass list are assigned on the basis of seniority to weekly shifts to cover absences (e.g., vacations, sick, industrial injury, jury duty, bereavement etc.) In the event of a conflict with regard to assignment from the pass list, seniority shall prevail.

Pass List: Employees may opt by department, job title and seniority to be placed on the pass list instead of signing a shift; or, when no shift remains, the least senior supervisor in each job title is placed on the pass list. Employees on the pass lists must meet the minimum
qualifications for the job title and are assigned on the basis of seniority to weekly shifts to cover absences (vacation, sick, workers compensation, jury duty, bereavement, etc.). In the event of a conflict with regard to assignment from the pass list, seniority shall prevail.

3. **Choice Slips**: Employees who are unable to attend the sign-up shall may submit a written memorandum via department's current scheduling software or e-mail listing the shifts he/she wants to bid. When the employee's turn comes to bid, the senior supervisor shall assign the choice slip. Failure to submit a choice slip shall result in the employee being assigned to his/her old shift if available. If not available, the employee will be assigned to the pass list. (Counter-to-District proposal # 9)

4. **Forced Shift Bids**: A supervisor can be forced to sign a shift when no shift remains open including the pass list in their respective job title; unless the OGC Supervisor has agreed in writing to work Road Supervision or vice-versa. No employee with less seniority can sign a shift or be placed on the pass list before the supervisor who is forced onto a shift, unless it is for the purpose of accommodating a District verified disability as defined by the Americans with Disabilities Act or to accommodate a verified need under the Family and Medical Leave Act. (Counter-to-District Proposal # 10)

C. **Shift Changes**

The Word "Vacancy" is defined to mean a shift vacated through sickness, industrial injury, leave of absence, and suspension, dismissal from service, vacation or assignment to any other line of duty and/or backfilled by the District.

The Word "Vacancy" is defined to mean a shift vacated through sickness, industrial injury, leave of absence, and suspension, dismissal from service, vacation or assignment to any other line of duty and/or backfilled by the District.

Any Known vacancy of two consecutive weeks or more shall be posted for bid a minimum of 72 hours or more and shall be filled by the supervisor with the highest seniority bidding. After the completion of the bid process, the shift shall become effective the first following Sunday. Should there be no supervisors bidding, it shall be detailed in inverse order of seniority for the duration of the vacancy. All Vacancies must be filled first by the pass list.

**Any Known When a vacancy exists, the District shall have the right to**
determine if the vacancy will be filled. If the vacancy is to be filled, the District of two consecutive weeks or more shall be posted for bid a minimum of 72 hours or more, and the position shall be filled by the supervisor with the highest seniority bidding. After the completion of the bid process, the shift shall become effective the first following Sunday. Should there be no supervisors bidding, it shall be detailed in inverse order of seniority for the duration of the vacancy. All vacancies must be filled first by the pass list.

1. Open road shifts shall first be filled from the pass list of Road Supervisors. If shifts are not filled from the pass list for the Open Operations Control Center shifts will be filled by Operations Control Center Supervisors who are Operations Control Center qualified in inverse seniority of Transportation Supervisors that are OCC qualified. Transportation Supervisors who have completed the OCC training will have the opportunity to fill shifts as needed in both job titles. Thereafter, any open shifts shall be filled as set forth in Article 23.2.DP--Overtime for Supervision, below. (Counter to District Proposal #11)

42. It is understood that from time to time it may become necessary to change a supervisor's shift in the Transportation Department on a weekly basis to meet a coverage need. Supervisors may be asked on a voluntary basis to change shifts or to work days off to meet a stated need. If no supervisors volunteer, the supervisor with the least seniority shall be assigned the shift change.

53. Supervisors may exchange shifts within their job title or with an employee who maintains the minimum qualifications of both Road Supervisor and Operation Control Center Supervisors on a weekly basis with prior approval but in no event shall the shift exchange result in overtime.

64. Overtime that results from the need for additional coverage or to cover absences, shall be distributed on an equitable basis. A list of supervisors who are available to work overtime shall be established on a weekly basis in both job classifications: Road Supervisor and Operation Control Center Supervisors.

76. A Supervisor's shift shall not be changed in a manner that is arbitrary or capricious.
D. Overtime for Transportation Supervision & Operations
Control Center Supervision

1. Except in emergency situations, overtime is strictly optional for the Transportation Supervisors and Operations Control Center Supervisors. Every effort shall be made to ensure that overtime is dispersed in a fair and equitable manner, enabling all who wish to work overtime an opportunity to do so. New Supervisors in training will be allowed overtime if the shift they are working requires it. New Supervisors in training cannot sign up for overtime outside of their training shift.

2. Categories of Overtime

The following categories of overtime have been identified:

(a) FLSA overtime for Hourly pay for working in excess of 40 hours in a workweek;

(b) Regular Day Off Overtime Scheduled in Advance:

(1) Supervisors wishing to work overtime shall submit their request for overtime via the District approved online scheduling module on a weekly basis by 8:30 a.m. on the Monday proceeding the week they wish to work overtime. In the event of a failure of the online scheduling software, supervisors shall be required to email their availability to management, Assistant Superintendent, Assistant Superintendent and Senior Supervisors within the specified time limit. An email from a supervisor will be accepted in lieu of the request through the District approved online scheduling module when the scheduling system is not working. It is the responsibility of each Supervisor to check the weekly detail post in the online scheduling module to see if they are assigned overtime work. (Counter to District Proposal #16)

(2) Supervisors who request weekly overtime will be placed on a rotational list based upon a combination
of job classification, department seniority and the amount of overtime worked in the last 30 days. A Supervisor will have the option of working at straight time rates (unless he/she qualifies for overtime in which case overtime rates will be paid) on his or her days off during vacation. To assist in ensuring the most fair distribution of weekly overtime the Senior Supervisors will keep a tally of the preceding month that will be posted, noting overtime worked and when, and using that as a guide when assigning overtime work. The main intent shall be the equitable distribution of overtime to all who request to work it, subject to the discretion of the Senior Supervisor.

(3) A Supervisor who is assigned in writing to work weekly overtime in advance, and who misses the assignment twiceassignment twice one in sign-up, will not be eligible to request and work overtime until the next Supervision sign-up. Exceptions to this provision include documented emergencies, or family/employee illness. For assignments that need be filled be on the basis of an emergency, the Senior Supervisor, at his/her discretion, may assign overtime to a Supervisor who is otherwise ineligible due to missed work. The official status of the Supervisor shall remain "ineligible" for the remainder of the sign-up.

(c) Emergency Day Off Work:

(1) "Emergency" Day Off Work shall work includes any changes after the weekly detail is published. The Senior Supervisor will immediately refer to the list developed for day off work, and make an attempt to notify Supervisors who have made themselves available for day off work in that week. The Senior Supervisor shall immediately call or contact these Supervisors in rotating seniority order, starting from the place left off in the list for Overtime Scheduled in Advance. Overtime for day off work will only be paid if the Supervisor has worked in excess of 40 hours during the work week.
(2) If the Senior Supervisor is unable to reach a Supervisor via telephone (not text), he/she will wait 10 minutes and then continue down the list until the shift(s) has/have been filled. In addition, the Senior Supervisor will attach a seniority-order list of those Supervisors who have requested to work overtime that week, to the weekly detail.

(3) Again, the intent is to distribute weekly overtime in a fair and equitable manner and to give employees who are helping out as much notice as possible. Overtime worked on an emergency basis will count as overtime worked, and the rotation of the list will continue.

(4) Pre-Approved and Authorized Emergency Overtime Include:

- Accident Investigation and writing the accident investigation/incident report
- Drug Testing
- No relief in cases where no coverage would ensue
- Any emergency situation (earthquake, fire, riot, etc.)
- Where leaving would result in less than one person working in the Operations Control Center, except when only one person is scheduled to work in the OCC (i.e., graveyard).

(d) Holidays:

(1) A Supervisor is considered to be available to work a holiday if he/she is not on vacation on that day and it is not their day off.

Holiday work is optional. All shifts will be filled by volunteers based on seniority. If there are open shifts remaining, they will be filled by inverse seniority.

(Update to Counter to District Proposal #12)
2. A list of Supervisors interested in working holidays will be developed from memos and e-mails submitted by Supervisors requesting to work a holiday via e-mail or the District approved online scheduling process software. If, in the event there is an insufficient number of volunteers to work the holiday shift assignment, the following procedure will be followed:

a. In inverse seniority order, employees who are regularly scheduled to work on the holiday (as one of their weekly scheduled days of work) will be placed on an overall eligibility list of prospective workers for said holiday.

b. From the eligibility list, the Senior Supervisor will fill the open shifts in inverse seniority order based upon the employees scheduled work hours.

c. In the event the employee's regular work hours are not available, the Senior Supervisor will make every effort to assign the employee to a shift as close to their regular work hours as possible, to allow for an employee to get the proper amount of rest. \[DCS11\] In compliance with the FTA, \[JR12\] before their next assigned work day.

(3) The list will rotate by seniority, with the exception of Christmas and New Year's Day. For these days only, if a Supervisor works one holiday, they will automatically have the option to be off the other holiday.

3. Three Classes of Overtime

(a) Minimum Assignment: Supervisors who come in for a "minimum" assignment shall be guaranteed a minimum of four (4) hours at time and one half, with hour-for-hour pay thereafter at one and one half times, provided that they have worked 40 hours in the workweek.

(b) Regular Day Off: Regular Day Off assignments shall be factored at the number of hours at time and one half, provided the Supervisor has worked 40 hours in the workweek.

(c) Holiday: See section 10.3 (Holiday – Use)

23.3 TRANSPORTATION SUPERVISORS COMMITTEE

The parties—District and the Union—agree to continue the Transportation Department Supervisors Committee which will meet monthly to discuss issues affecting the department, including but not limited to ways to improve
on-time performance, training materials, schedules, classes, maintaining staffing levels, minimum staffing levels, hiring and quality of service to the public, the sign-up detail, the detail policies, procedures, changes in process and uniforms. The Committee will consist of an equal number of members not to exceed 4 each and to work together collaboratively to reach mutual agreements. The Committee is advisory in nature only.

District non-represented managers and Union President or designee, and Union representatives Members appointed by the AFSCME President, not to exceed four each (45) each (AFSCME President or designee, 2 Road Supervisors and 2 Operation Control Center Supervisors). The Committee is advisory in nature. The Committee will work together collaboratively to achieve mutual agreement.

23.4 Minimum Staffing Levels —

The District strives to maintain the following minimum staffing levels solely as a guideline for operations safety; however, minimum staffing levels are not mandatory or guaranteed. Minimum staffing levels may vary subject to dynamic operational changes and needs and are not open to or subject to the grievance process.

Road Supervisors

Weekday (am/pm) – 7 minimum
Weekend (am/pm) – 5 minimum
Graveyard (daily) – 3 minimum

Operation Control Center Supervisors

Weekday (am/pm) – 4 minimum
Weekend (am/pm) – 3 minimum
Graveyard (daily) – 2 minimum

San Francisco Terminal (Fully Operational)

Road Supervisors

Weekday (am) – 3 minimum
Weekday (pm) – 2 minimum

Operation Control Center Supervisors

Weekday (am/pm) – 2 minimum

23.5 Shift Differential

All Road Supervisors and Operations Control Center Supervisors will receive the following:
When fifty percent (50%) or more of an employee's shift occurs between the hours of 4:00 pm and midnight, a swing shift premium of ten percent (10%) will be paid for all hours worked during the shift.

When fifty percent (50%) or more of an employee's shift occurs between midnight and 8:00 am, a graveyard shift premium of fifteen percent (15%) will be paid for all hours worked during the shift.

F. If an employee receives a differential on a regular basis, they will receive the same differential while they are on holiday, vacation and/or sick leave.

23.5 Shift Differential
All Road Supervisors and Operations Control Center Supervisors will receive the following:

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

2. Where fifty percent (50%) or more of an employee's shift occurs between midnight and 8:00 am, a LATE late shift differential premium ten percent (10%) of fifteen percent (15%) will be paid for all hours worked during the shift.

F. If an employee receives a differential on a regular basis, they will receive the same differential while they are on holiday, vacation and/or sick leave.

23.4 Vacation Sign-ups
Annual vacation sign-ups (one week or more) will be conducted by seniority in October of each year for the following year. The sign-ups will be completed and posted for the following year no later than November 1st. Employees will be able to schedule all of their accrued and earned vacation during their scheduled sign-up time. Vacation requests for less than one week are done on a first come first serve basis; if there is a tie in requesting time off seniority will break the tie.

If an employee fails to respond at their assigned date with their vacation request, they will be given the identical vacation request from the prior year.

T.A.  
Tina Acree  
4/12/17

T.A.  
Grant Lee  
4/12/17
The District agrees to conduct a salary survey of all AFSCME classification specifications with the exception of Information Technology (IT) classifications which are covered by the 2016-2017 Koff and Associates Classification and Compensation Study.

An independent consultant or consulting firm specializing in conducting compensation studies for public agencies will be retained to conduct the study. Both parties understand that the consultant or consulting firm must be compliantly secured through the District's contracting process.

The outcomes of the survey will be reviewed by the AFSCME President, Business Agent, Labor Relations Manager and Human Resources Director. After review these parties will make a recommendation to the General Manager subject to the General Manager's and will review and make a recommendation to the Board of Directors' for review of the recommendation and discretion to provide direction for implementation, if any, as determined by the District Board of Directors. The compensation study will be conducted as soon as administratively practicable, to begin no later than one year from AFSCME ratification and Board approval of the new comprehensive AFSCME contract with AC Transit, January 2018.

The survey agencies will be:

- VTA
- BART
- Golden Gate Transit
- SamTrans
- SFMTA
- LA Metro (differential always added for cost of living)
- City of Oakland
- East Bay MUD
- Alameda County
- City of Berkeley

January 19, 2016 March 1, 2017

- Effective April 1, 2017, all Grade 2 and Grade 3 Classifications will be moved to a Grade 4 Classification:
Administrative Assistant ———— Retirement Systems Assistant
Legal Assistant ———— Senior Administrative Assistant

- Effective April 1, 2017, the following Grade 4 Classifications will move to Grade 5:
  Administrative Coordinator ———— Buyer
  Human Resources Assistant ———— Marketing Representative
  Payroll Assistant — change to salaried ———— Senior Legal Assistant
  Public Information Systems Assistant ———— Transportation Supervisor Assistant

- Effective April 1, 2017, the following Classification will move to Grade 6:
  Help Desk Coordinator — change to salaried ———— Financial Analyst
  Payroll Specialist ———— Assistant Graphic Designer
  Human Resources Analyst ———— Network/PC Analyst

- Procurement Systems Coordinator

- Effective April 1, 2017, the following Classification will move to Grade 7:
  Training Instructor

Transportation Supervision (Road Supervisors & Operation Control Center Supervisors)

- Effective April 1, 2017 all Grades 7 and above (Grade 8, Grade 9, Grade 10 & Grade 11) will be salaried except for the following classifications:
  Training Instructor

Transportation Supervision (Road Supervisors & Operation Control Center Supervisors)

AC Transit will conduct a salary survey immediately and bring up all classifications to the median by July 1, 2017. Any classification that is above the median will not see any reduction due to the salary survey.

*This will also incorporate Proposal #44
TA
T. Der
3/20/17

TA
Anna
March 17
3/20/17
AFSCME Counter April 3, 2017 to District Counter of 3-23-17 to AFSCME Local 3916 Proposal to AC Transit

Proposal # 42

2016/17 Contract Negotiations

February 9, 2017

ARTICLE 13.
RETIREMENT

The parties agree that following the final ruling in State of California, et al. v. U.S. Department of Labor, et al., (Case Number 13-CV-02069-KJM) either party may reopen Section 13 (Retirement), subject to normal rules of collective bargaining. Nothing in this Agreement is intended to modify or compromise the position of any party to this Agreement in relation to the pending litigation referenced above.

13.1 RETIREMENT PLAN

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

B. Service as a part-time bus driver for AC Transit shall be credited in determining retirement credits. If service credits can be provided for part-
-time Bus Drivers. The District shall treat all part-timers equally and provide service credit to all employees who work part time for the District.

C. Effective January 1, 2007, at age 55, retirement benefits shall be determined by the average of the highest three (3) years’ salary or last 36 months of employment, whichever is higher.

D. Deferred Compensation: To assist employees to prepare for the costs of medical benefits during retirement and in recognition that reciprocity with the Public Employee Retirement System was not incorporated into the AC Transit Retirement Plan as anticipated in the July 1, 1997, Collective Bargaining Agreement; effective the first pay period following ratification and Board adoption 2014, the District shall contribute $46.15 bi-weekly ($1,200 annually) to the 457/Deferred Compensation account for each employee who is in a paid (regular or leave) status for at least 50 percent of the pay period provided the employee has a 457/Deferred Compensation account. The employee is responsible for any applicable taxes.

The District will set up a subcommittee beginning no later than July 1, 2017 to investigate and compile all necessary data on gaining reciprocity with CalPERS. The Committee will follow up with a formal report to District Board and AFSCME Members on the findings and a recommendation on moving forward. The Committee will be made up of HR Director and two appointed managers and the AFSCME Business Agent, AFSCME President and two Members appointed by the President.

E. The amount of any Occupational Disability Retirement Benefit otherwise payable to any AFSCME employee who becomes entitled to an Occupational Disability Retirement Benefit shall be reduced by the amount of any payment received by such individual through any workers’ compensation program, excluding any such payment determined without reference to such participant’s earnings as an Employee.

F. Preretirement Death Benefits: If an employee participant dies prior to retirement, regardless of age at the time of death, no death benefit shall be payable unless the participant: (i) was eligible to receive a retirement benefit on the date of death; or (ii) had at least ten (10) years of service on the date of death; and (iii) had an eligible spouse or a child on the date of death. The preretirement death benefit currently provided for in the adopted Retirement Plan shall be payable to a participant’s eligible spouse or, if there is no eligible spouse, to a child.

For the purposes of this section, a child shall be defined as an unmarried child up to the age of 19. Eligibility shall continue from the age of 19 through the age of 24 for a child who is enrolled as a full-time student in an accredited school and is unmarried. A full-time student is one taking at least twelve semester units (or equivalent hours) in a qualified college, university, or vocational school.
G. Effective January 1, 2007, the retirement formula shall be changed to include partial year service for additional full months worked on a pro rata basis.

H. Effective January 1, 2007, the retirement plan shall include a "pop-up" option for those employees choosing a survivor benefit. If this option is selected and the survivor chosen by the employee/retiree predeceases the retiree, the retiree’s benefit level will increase or "pop-up".

13.2 RETIREE MEDICAL BENEFITS

***13.2 A should be moved to Articles 11.2 Insert Into proposal 22

A. The District will permit active employees to roll over accrued sick leave in excess of 80 hours to deferred compensation on an hour for hour basis, as follows:

<table>
<thead>
<tr>
<th>Employee has this number of sick days accrued:</th>
<th>Employee may convert up to this number of sick days to deferred comp:</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 days</td>
<td>2 days</td>
</tr>
<tr>
<td>25 days</td>
<td>5 days</td>
</tr>
<tr>
<td>50 days</td>
<td>20 days</td>
</tr>
</tbody>
</table>

B. Effective January 1, 2018 with the ratification of this agreement, the District agrees to provide current and future AFSCME member retirees with vision care and will pay a maximum $20,0025020.00 per month contribution towards dental coverage for the retiree only. The retiree may purchase dependent vision and dental coverage at the rate established by the District.

C. Effective July 1, 2001, employees who terminate service with the District after the effective date of this provision, with at least 15 years of service and who are at least 50 years old, may elect to remain with the District benefit plan on Direct Pay Status and are entitled to convert to Direct Pay retiree medical benefits at age 55.
Effective the first pay period following ratification and Board adoption January 1, 2018 with the ratification of this agreement, 2014, the District will contribute $0.94 per hour for all hours worked to the retiree medical trust and the District will maintain parity with all Bargaining Units with a medical trust. The Trustees for the AFSCME Medical Trust will be established and will follow guidelines including but not limited to the following: have the right to establish the reimbursement amount for retirees however, effective January 1, 2009, upon ratification of this agreement, the parties recommend that the Retiree Medical Trust pay approximately 80% of the single Kaiser medical premium in effect on July 1, 2008, or approximately $604691 for current and future retirees between 55 and 64. After age 65, the reimbursement would be approximately 80% of the single Kaiser Senior Advantage plan (supplemental plan to Medicare), or approximately $282335. The reimbursement amount will always be 80% of the current premium for both the Kaiser single plan between 55 and 64 and Kaiser Senior Advantage plan.

Effective January 1, 2018 all retirees with a minimum of 15 years of service will be reimbursed 100% of the Kaiser single medical premium. After the employee is Medicare eligible, Medicare will be the primary coverage and the Kaiser Single Senior Advantage Supplemental Plan will be reimbursed at 100%.

The District will set up a subcommittee comprised of District representatives including, but not limited to, the Executive Director of Human Resources, Finance Management, the Labor Relations Manager, and other subject matter experts on the medical trust as needed, beginning no later than July 1, 2017 to evaluate and develop proposals to ensure compliance, fiscal responsibility, transparency, and accountability. Investigate and compile all necessary data on establishing a AFSCME Medical Trust that is separate from other bargaining units and non-represented employees trust(s) at the District. The Committee will follow up with a formal report to the District’s Board of Directors and necessary parties and AFSCME and ATU Members on the findings and recommendations on moving forward no later than October 2017 as soon as administratively feasible. The Committee will be made up of the HR Director and two appointed managers and the AFSCME Business Agent, AFSCME President and two Members appointed by the President.

The medical contribution rate for retirees and spouses with Medicare Parts A & B are as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>$404043540</td>
</tr>
<tr>
<td>Employee and spouse</td>
<td>$808043805</td>
</tr>
</tbody>
</table>
13.3 RETIREE LIFE INSURANCE

The District agrees to provide retiree life insurance in the amount of $25,000 per retiree.

13.4 RETIREE PLAN – NEW EMPLOYEES – Placeholder (Placeholder for more language in the very near future)

Without waiving its position that application of PEPRA to District employees hired on or after January 3, 2013 (“New Employees”) violates AC Transit’s Section 13c Agreement, the Union proposes as follows. Upon the earliest of: (i) a federal district court ruling that the United States Secretary of Labor, or his designee, erred in determining that PEPRA precludes certification under Section 13c, or (ii) January 1, 2015, either party may reopen Article 13 (Retirement), subject to normal rules of collective bargaining.

At a minimum, new employees will receive retirement benefits set for by PEPRA. However, the parties agree that following the final ruling in State of California, et al. v. U.S. Department of Labor, et al., (Case Number 13-CV-02069-KJM) either party may reopen Section 13 (Retirement), subject to normal rules of collective bargaining. Nothing in this Agreement is intended to modify or compromise the position of any party to this Agreement in relation to the pending litigation referenced above.

TA
Tina Acree
April 7, 2017

TA
Grant Lee
April 7, 2017
D1: Section 11.3: Bereavement Leave

D2: Section 23.02: Overtime for Transportation Supervision

D3: Section 7.3: Steps in Progressive Discipline

D4: Section 15.3: Replacement of Damaged Personal Items

D6: Refer to AFSCME Proposal #8

D14: Section 11.1.E: Use of Vacation Credits

D19: Section (NEW): Attendance
Section 11.3 (D): Bereavement Leave

If an employee requires more than five days absence, he/she may request personal leave. Extensions of leave may be granted at the discretion of the Superintendent or Department Manager. Such extensions shall be charged against accrued compensatory time off (CTO), vacation, sick leave, or management leave in that order.
AFSCME Local 3916 and AC Transit Negotiations 2016

AC Transit Proposal #2
December 15, 2016

Section 23.02 (D): Overtime for Transportation Supervision

12/22/16

TA'D 2/22/16

/AC Transit
AFSCME Local 3916 and AC Transit Negotiations 2016

AC Transit Proposal #3

December 15, 2016 February 23, 2017 AFSCME Counter

Section 7.3 (D): Steps in Progressive Discipline

Skelly Conference: Within five (5) working days of receipt of the notice of an adverse action, an Union Steward or employee may make a written request a Skelly Conference with his/her supervisor or designee or provide a Skelly response in writing in lieu of a hearing. The request or response must be in writing. If a Conference is requested, it must be held-scheduled within five ten (5-10) working days of the receipt of the request, however the scheduled date is not required to be within the ten (10) working day period. Time limits may be waived if-unless, an extension is mutually agreed to in writing.

This piece agreed upon - also included in AFscme proposal. #9.

2/23/17

T. Ren
Tim acne

2/18/17

/- H. Lee
Grant Lee
AC Transit Proposal #4
December 15, 2016 - February 23, 2017 - AFSCME Counter

Section 15.015.3 (D): Replacement of Damaged Personal Items

The District agrees to compensate employees for personal items which are damaged as a result of the employee carrying out his/her job duties, provided such damage is not the result of negligence on the part of the employee or where the employee carried out their duties in an unauthorized manner.

The loss of any employee’s property resulting from a holdup, robbery, accident, violence or riot, which occurs while the employee is on duty, shall be reimbursed by the District. Such reimbursement shall be paid upon submission of replacement receipt, laundry or dry-cleaning expense receipt. “Property” shall mean regulation watch (not to exceed $250.00 in value), prescription eyeglasses, and/or regulation uniform at the District’s cost. Any other equipment issued by the District in the performance of the employee’s duties shall be replaced.

T. A.

T. A.

Z. Chen

T. Chen

T. Chen

2/23/17

2/23/17

2/23/17
AFSCME Local 3916 and AC Transit Negotiations 2016

AC Transit Proposal #56
December 22, 2016 — February 23, 2017 AFSCME Counter

Refer to AFSCME proposal #8 from 12/15/17

Section 6.10 (A): REFERRAL OF GRIEVANCE TO ARBITRATION

B. Any dispute regarding the violation of this Agreement or an adverse action that deadlocks was not appealed at the LMC may be grieved by the District or the Union within ten (10) working days following the date of the adverse action decision or date of knowledge of contractual violation within ten (10) working days following the date of the LMC meeting at which the deadlock was reached.

2/3/17

2/23/17
Section 11.1.E. Use of Vacation Credits

2. Half-day or day at a time Use of vacation credits may be granted in hourly increments at the discretion of the Department Manager. Employees requesting half-day or day at a time use of vacation credits should submit the request to their immediate supervisor at least 72 hours in advance. It is the responsibility of the employee to follow up and make certain the request has been approved or denied.
Section (NEW): Attendance

It is recognized by the parties that a significant number of AC Transit employees have good attendance records. It is further recognized that the economic well-being of the District is dependent on employees maintaining good attendance records by coming to work on time and on a regular basis.

An absence is generally defined as a failure to be at work, or to remain at work as scheduled. Employees who have of excessive unacceptable absenteeism, consistent with this policy, will be counseled and, if their attendance does not improve, will be subject to progressive discipline up to, and including discharge.

Excessive absenteeism is not based solely on the number of times an employee is absent. For example, an employee may not be guilty of excessive absenteeism even if he/she is off from work many days if there are legitimate reasons for his/her absences, consistent with this policy.

An employee may be guilty of excessive absenteeism if he/she is taking time off without legitimate reason, consistent with this policy. Whether an employee is guilty of excessive or unacceptable absences depends upon all the facts of each particular case.

An absence shall generally not include an absence due to job-related injuries or job-related illnesses substantiated by a medical doctor for a valid claim accepted by the District’s Worker’s Compensation provider within 24 hours of return to work, absences from work resulting from vacation, holidays, military leave, bereavement leave, authorized leaves of absence (including “personal excused”), excused on a holiday either by own request or District request, union business, suspensions imposed by the District, or jury duty.

Should recurring absences occur, the District will attempt to conduct a non-disciplinary counseling session with the employee to avoid recurrences that can lead to discipline; an employee who has six (6) or more points in any rolling twelve-month period may receive the following discipline:

<table>
<thead>
<tr>
<th>Number of Days Absent</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partial-Day</td>
<td>½</td>
</tr>
<tr>
<td>1-5 Days</td>
<td>1</td>
</tr>
<tr>
<td>6-10 Days</td>
<td>1 additional point</td>
</tr>
<tr>
<td>11-15 Days</td>
<td>1 additional point</td>
</tr>
<tr>
<td>16-20 Days</td>
<td>1 additional point</td>
</tr>
<tr>
<td>21-25 Days</td>
<td>1-additional-point</td>
</tr>
<tr>
<td>-------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>26-30 Days</td>
<td>1-additional-point</td>
</tr>
<tr>
<td>31-40 Days</td>
<td>1-additional-point</td>
</tr>
<tr>
<td>41-50 Days</td>
<td>1-additional-point</td>
</tr>
<tr>
<td>51-60 Days</td>
<td>1-additional-point</td>
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</table>

<table>
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<th>Point Count</th>
<th>District Action</th>
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<td>6</td>
<td>Oral-warning</td>
</tr>
<tr>
<td>7</td>
<td>Written-warning</td>
</tr>
<tr>
<td>8</td>
<td>Final-warning</td>
</tr>
<tr>
<td>9</td>
<td>Separation</td>
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Refer to Board Policy 232 for the attendance policy.
Memorandum of Understanding: April 7th, 2017

Memorandum of Understanding: April 17th, 2017

Memorandum of Understanding: March 30th, 2017
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 7th day of April, 2017, between AC Transit and AFSCME, Local 3916.

1. The parties agree that the AC Transit Board of Directors has determined that full time AFSCME employees are scheduled to work a 37.5-hour work week with the exception of Transportation Supervisors, Trainers, and employees working an alternate work schedule who work a 40-hour work week with a 30 minute paid lunch daily.

2. The parties agree that the District’s current payroll processing system accrues all leaves in 8-hour increments.

3. The District will update the existing payroll system to accurately recognize a 7.5-hour workday with an anticipated completion date the fourth quarter 2018.

4. The parties acknowledge that once the system has been updated, all accruals (i.e. vacation days, holidays, sick days, and all leaves) will be corrected to reflect the accurate number of work hours and paid leave accruals for each individual employee.

5. The parties agree they will jointly develop and deliver an educational rollout for all employees affected by the accurate reflection of the 37.5-hour work week.

FOR THE DISTRICT

Michael Hursh, General Manager

FOR THE UNION

Shellie Beck, President
AFSCME Local 3916
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 17th day of April, 2017, between AC Transit and AFSCME, Local 3916.

1. The parties agree that the District will provide basic identity theft protection through a third party vendor as a benefit to all AFSCME represented employees through June 30, 2020.

2. The basic identity theft protection will include at minimum:
   i. Single Bureau Monitoring
   ii. Social Security Number Monitoring
   iii. Internet Black Market Surveillance
   iv. High-Risk Application & Transaction Monitoring

3. Identity theft protection services will be procured compliantly through the District’s contracting process as soon as administratively practicable following approval of this agreement.

FOR THE DISTRICT

Michael Hursh, General Manager

FOR THE UNION

Shellie Beck, President
AFSCME Local 3916
MEMORANDUM OF UNDERSTANDING

This Letter of Understanding is made this 30th day of March, 2017, between AC Transit and AFSCME, Local 3916.

1. During the negotiations AFSCME collective bargaining agreement, the parties agreed to pilot an increased dollar value of the current AFSCME Tiered Medical Opt Out or Opt Down Program.

2. The existing dollar values for the Opt Out Opt Down Program use the following formula to determine the monthly amount due to eligible participating employees:

   Medical:
   Single to zero - $100
   Double to zero - $200
   Family to zero - $300

3. The pilot dollar values for the Opt Out Opt Down Program will be offered to coincide with the District’s 2017 open enrollment period and will remain in effect for one year.

4. The pilot dollar increases for the Opt Out Opt Down Program will use the following formula to determine the monthly amount due to eligible participating employees:

   Medical:
   Single to zero - $200
   Double to zero - $400
   Family to zero - $600

5. The District and AFSCME will review the participation rate of the increased value Opt Out or Opt Down Program prior to the 2018 open enrollment period. The District will determine whether it is feasible to continue offering the increased dollar values for an additional year.

6. The parties agree that if the District chooses to discontinue the program, the Opt Out or Opt Down amounts will revert back to the existing amounts detailed in No. 2 above in this agreement and in the current CBA.

FOR THE DISTRICT

Michael Horsh, General Manager

FOR THE UNION

Shellie Beck, President
AFSCME Local 3916

3-30-17