MEMORANDUM OF UNDERSTANDING

between

GOLDEN GATE BRIDGE, HIGHWAY & TRANSPORTATION DISTRICT
BUS TRANSIT DIVISION

and

AMALGAMATED TRANSIT UNION, LOCAL DIVISION #1575

Bus Operators

For the Term of November 1, 2010 Through February 28, 2017
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MEMORANDUM OF UNDERSTANDING
between
GOLDEN GATE BRIDGE, HIGHWAY & TRANSPORTATION DISTRICT
BUS TRANSIT DIVISION
and
AMALGAMATED TRANSIT UNION, LOCAL DIVISION #1575
Bus Operators
For the Term of November 1, 2010 Through February 28, 2017

MEMORANDUM OF AGREEMENT

This Agreement is entered into the 1st day of November, 2010 by and between the Golden Gate Bridge, Highway and Transportation District, Bus Transit Division, its successors and assignees, hereinafter called the "District" and Amalgamated Transit Union, AFL-CIO, Local Division #1575, hereinafter referred to as the "Union."

DEFINITIONS

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

1. The term "party" shall refer to either the Union or the affected employee or the District, as appropriate.

2. The term "parties" shall refer to the District and the Union or the affected employee, as appropriate.

3. The term "designated hearing official" shall mean the representative of the District who has been designated by the District to preside at and render a decision upon any hearing or appeal hearing.

4. The term "grievance" shall mean a written complaint by an employee, group of employees, the Union or the District concerning the interpretation, application or non-compliance with the provisions of this Memorandum of Agreement.

5. The term "employee" or "employees" shall mean persons employed by the District in the bus operator employee unit.

6. This Memorandum of Agreement is intended by all parties to comply with the Meyers-Milias-Brown Act concerning Memoranda of Understanding.
ARTICLE 1. UNION SECURITY

1. In the event the Meyers-Milias-Brown Act is amended or judicial decision is made by the highest court in the State of California during the term of this Agreement permitting a greater form of Union Security than is presently in effect, the District agrees that it will, upon written request from the Union, meet and confer with the Union within thirty (30) days after the receipt of such request for the purpose of drafting a mutually acceptable provision granting the maximum form of Union Security legally permissible.

2. Agency Shop

A. All employees employed by the District in the bus operator bargaining unit on May 1, 1982 (if they have been so employed for thirty (30) days) shall be or become members of the Union and shall remain members in good standing, unless on or prior to said date the employee pays to the Union in full the initial Organizational Service Fee and continues making payments of the Organizational Service Fee to the Union at the time and in the manner hereinafter prescribed. Employees hired on or after May 1, 1982 (or who are hired before May 1, 1982 but had less than thirty (30) days with the District on May 1, 1982) shall within thirty-one (31) days after employment be and become members of the Union and shall remain members in good standing unless on or prior to said date the employee pays to the Union in full the initial Organizational Service Fee and continues making payments to the Union of the Organizational Service Fee thereafter due at the times and in the manner hereinafter described.

1) The initial Organizational Service Fee payable shall be an amount equal to the Union's standard initiation fee, plus one month's dues and any general assessments payable at the time the initial Organizational Service Fee is due.

2) Thereafter, the Organizational Service Fee shall be in an amount equal to the regular monthly dues and general assessments of members of the Union in good standing.

B. Membership in the Union or timely payment of the initial Organizational Service Fee and subsequent Organizational Service Fees due shall be a condition precedent to continued employment with the District. The employee who is obligated to pay the Organizational Service Fee shall do so in the following manner:

1) If the employee payment is by payroll deduction authorization, the Organizational Service Fee shall be deducted by the District and paid to the Union in the same manner and times as such payments are deducted and paid by the District to the Union in the case of persons becoming and remaining Union members.

2) If the employee chooses not to authorize payroll deduction of the Organizational Service Fee, such payment shall be received by the Union not later than the following:

   a) The initial Organizational Service Fee shall be paid not later than May 10, 1982 for all employees who, on May 1, 1982 will have been employed with
the District for at least thirty (30) days and for all other employees by the thirty-first (31st) day following commencement of employment;

b) Thereafter, the Organizational Service Fee equal to the regular monthly dues of members of the Union in good standing shall be paid to the Union in full, on or before the first (1st) day of each month; and

c) An Organizational Service Fee in an amount equal to general assessments shall be paid to the Union in full, on or before the date set by the Union at the time of the assessment, or if no date is set, ten (10) days after call of the assessment by the Union. The Union shall be responsible for promptly notifying non-Union members of such assessments.

C. Notwithstanding paragraphs A and B of this Article I, any employee who demonstrates in a manner satisfactory to the Union that he or she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall be excused from joining the Union or paying the Organizational Service Fee to the Union if such employee shall make a Qualified Charitable Contribution at the time and of the manner hereinafter described:

1) Qualified Charitable Contribution shall be the payment of a sum equal to the initial Organizational Service Fee and subsequent Organizational Service Fees, which shall be paid in the amounts and at the times Organizational Service Fees would otherwise be due and payable if the employee were not exempt under this paragraph C.

2) Qualified Charitable Contribution shall be paid to one or more of the following Qualified Charities so long as such charity remains exempt from taxation under Section 501(c)(3) of the Internal Revenue Code:

   a) American Cancer Society
   b) American Lung Association
   c) Muscular Dystrophy

3) Payment of Qualified Charitable Contributions by the persons at the times and manner described in this paragraph C of Article I shall be a condition precedent to continued employment. The employee shall supply the District and the Union with an acknowledgment of receipt from the Qualified Charity or other satisfactory evidence on a monthly basis that the Qualified Charitable Contribution has been paid in a timely fashion.

4) Any dispute between the Union and an employee as to whether an employee meets the eligibility requirements for payment of a Qualified Charitable Contribution shall, at the request of the Union or the affected employee, be decided by final and binding arbitration under the rules of the American Arbitration Association. The employee and Union shall each bear one half of the cost of said arbitration, including: the fee of the American Arbitration Association and the arbitrator. The cost of a certified transcript of the proceedings shall be paid by the party requesting same.
D. In the event an employee fails to make payments as required in this Article, the Union may give written notice of such failure to the District and the affected employee setting forth the dates and the amounts due the Union, any amounts paid by the employee and enclosing a copy of this Article I. In the event such notice is given, a representative of the District, a representative of the Union, and the affected employee shall, within three (3) working days of such notice (excluding Saturdays, Sundays, and holidays) meet for the purpose of assuring full notice of the circumstances to the employee and giving the employee an opportunity to have his position heard and considered by the Union and the District. If the employee has not paid the required Union dues and general assessments, the Organizational Service Fee, or Qualified Charitable Contributions, within two (2) working days after conclusion of said meeting, the Union may request in writing that the employee's employment be terminated. Upon receipt of such request, the District shall terminate said employee within twenty-four (24) hours of receipt of said notice.

E. Notwithstanding any other provision of this Article I, a person obligated to pay the initial Organizational Service Fee or Qualified Charitable Contribution, in lieu thereof, may pay that portion of that payment equal to the standard initiation fee in successive monthly installments of $25.00 or more.

F. The Union agrees to keep an adequate itemized record of its financial transactions. Within sixty (60) days after the end of its fiscal year, the Union will make available to the District and all Union members a detailed balance sheet and operating statement performed in the manner prescribed by subparagraph (d) of Government Code Section 3502.5, covering all periods during which the Organizational Service Fees have been collected and received by the Union.

It is the intent of the parties that, the Organizational Service Fees may be applied to all expenditures in furtherance of activities which relate to the Union's representational duties and obligations towards employees represented by the Union. If, upon examination of the Union's financial report, the District shall be of the good faith opinion that the Organizational Service Fee has been applied towards expenses outside of intended purposes, the District may within thirty (30) days of receipt of said financial report from the Union, file a written objection with the Union, setting forth the amount and nature of the expenditure objected to and the basis for the objection. In the event that the parties are unable to reach agreement resolving all objections within thirty (30) days of the receipt of the written objection, at the request of either party, the dispute shall be submitted to binding arbitration.

The sole authority of the arbitrator shall be to make a determination based upon the Union's financial presentation as to which Union expenditures (in controversy) were not made by the Union in furtherance of activities which relate to the Union's representational duties and obligations towards employees represented by the Union. The arbitrator's decision shall be based on whether or not the expenditures in controversy were made in furtherance of activities which relate to the Union's representational duties and obligations towards employees represented by the Union. The arbitrator shall be guided and bound by any pertinent decisions of the California or Federal courts in arriving at such a determination. In the event the arbitrator determines that expenditures were made by the Union which are not permitted by the language contained in this paragraph, he/she shall order that amount incorrectly expended by the Union be
returned, on a pro rata basis to the affected non-Union members in the bargaining unit covered by this agreement.

The arbitrator shall have the power to award the arbitrator's fees and costs to the prevailing party in the event that the arbitrator determines that the non-prevailing party's position was without reasonable foundation.

G. The Union and the District acknowledge the provisions of Section 3502.5 of the California Government Code and agree that nothing contained in this provision shall act to supersede or waive any of the employee's rights contained therein. If any action or claim can be made or brought against the District by any employee obligated to pay Union dues, an Organizational Service Fee, or a Qualified Charitable Contribution hereunder on account of the District's compliance with the provisions of this Article 1, the Union agrees to defend, protect, and to hold the District harmless from liability on account of such action or claim.

ARTICLE 2. DISCRIMINATION

1. Both the District and the Union agree that all qualified applicants will receive consideration for employment and Union membership without regard to race, creed, ancestry, color, age, sex or national origin.

2. All employees of the District, as defined above, shall have the right to become and remain members of the Union during the period of this Memorandum of Agreement.

3. The District reserves the right in its sole opinion to reject persons for employment it deems unsatisfactory for service by reason of lack of expertise, background or experience.

ARTICLE 3. CHECK-OFF

1. The Union will be granted permission by the District to have the regular dues of its member employees deducted from their paychecks, in accordance with the procedures prescribed by the District.

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

3. The member employee's earnings must be regularly sufficient after legal and required deductions are made to cover the amounts of dues check-off authorized.

4. In the case of a member employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the whole withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

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

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

7. The Union shall indemnify, defend and hold the District harmless against any claim made and against any suit instituted against the District on account of check-off of Union dues. In addition, the Union shall refund to the District any amount paid to it in error upon presentation of supporting evidence.

ARTICLE 4. CREDIT UNION

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

ARTICLE 5. NOTIFICATION OF AGREEMENT

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

ARTICLE 6. EMPLOYEE BENEFIT COVERAGE

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

ARTICLE 7. DISCIPLINE

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

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

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

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

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

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

7. The Union shall receive a copy of any charges filed against any employee and any adverse entry made on an employee's record, and a copy of any decision of any disciplinary hearing. The President of the Union shall be furnished non-confidential and all pertinent information relative to a discipline and discharge hearing from the personnel records of the employees represented by the Union. Such request shall be made through the office of the Bus Transit Manager, Department Head, or representative of the District acting as a Hearing Officer.

ARTICLE 8. DISCIPLINE INVOLVING REMOVAL FROM SERVICE OR DISMISSAL

1. The causes for which a driver may be discharged shall include the following:
A. Dishonesty involving District Funds.
B. Insubordination.
C. Accident involving personal injury or property damage in excess of $5,000.00.
D. Incompetence or unsatisfactory record.
E. Intoxication or use of drugs while on duty.
F. Physical violence or serious threat of physical violence.
G. Serious racial or sexual misconduct.
H. Other serious misconduct.

2. Before discharge or removal from service of an employee for a cause specified in subparagraphs 1(B) or 1(D) above, the employee shall be afforded a hearing before the Supervisory Officer. The employee shall be represented by the Union at such hearing. If the decision of the Supervisory Officer is adverse to the employee, the discharge or removal from service shall not be effective until the decision is affirmed at the hearing on appeal.

3. In cases of removal from service for a cause specified in subparagraph 1(H) above, which shall be with pay, the employee shall be given a hearing before the Supervisory Officer within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays) from the removal from service. The time and place of such hearing shall be set in writing within twenty-four (24) hours (excluding Saturdays, Sundays, and holidays) of time of cause, with a copy of same transmitted to the Local Division of the Union. A written decision will be rendered within forty-eight (48) hours (excluding Saturdays, Sundays, and Holidays) of the conclusion of the hearing, and a copy furnished the Local Division. Failure of the District to comply with this time limit will result in a forfeiture of discipline and a restoration to service of the employee. If the employee files an appeal as provided in Article 9, the employee shall remain in pay status until a decision on the appeal hearing is rendered.

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

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

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

ARTICLE 9. HEARINGS ON APPEAL

1. Employees dissatisfied with the decision of the District's Supervisory Officer, rendered as a result of a hearing held in accordance with Article 7 or Article 8, shall have the right to appeal through their representative to the Bus Transit Manager or his duly authorized representative. Appeals provided for in this section for a cause specified in Article 8.1(B) or (D) shall be filed within fifteen (15) calendar days after the employee is notified of the decision on the hearing. Appeals provided for in this section for a cause specified in Article 8.1(A), (C), (E), (F), or (G) shall be filed within seven (7) calendar days after the employee is notified of the decision on the hearing. Appeals provided for in this section for a cause specified in Article 8.1(H) shall be filed within seven (7) calendar days after the employee is notified of the decision on the hearing. Employees shall have the right to elect to present their case on appeal in writing for a decision or by appearing through their representative. Witnesses will be allowed and statements admitted as evidence. Hearings on appeal shall be held within fifteen (15) calendar days after receipt of demand, unless such hearings on appeal are continued through mutual consent.

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

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

4. If, as a result of the hearing on appeal, the discipline, suspension, or dismissal is found to have been made without sufficient cause, the record of the employee will be cleared and if time has been lost, the employee will be paid for such loss of time in accordance with the amount which would have been received had service not been withheld. If the employee and the Union Representative are not satisfied with the decision of the District regarding the hearing appeal, the matter may be taken to arbitration.
ARTICLE 10. GRIEVANCES

1. A grievance must be presented in writing to the other party within ninety (90) calendar days from the date of knowledge of the facts upon which the grievance is based by the party submitting the grievance.

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

3. If a grievance is alleged by an employee covered by this contract, or by the Union, it shall be presented to the Transportation Manager or the Superintendent of Transportation. After submission of a grievance, as set forth above, the parties shall meet promptly; and in any event within fifteen (15) calendar days from receipt thereof, unless the time is extended by mutual written agreement of the parties. The first level hearing may be waived by mutual consent.

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

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

ARTICLE 11. ARBITRATION

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

2. The Board of Arbitration is to be selected forthwith in the following manner: the party desiring arbitration shall give notice of a desire to invoke the arbitration process within fifteen (15) calendar days after the completion of the grievance or hearing procedure set forth above. In the event that more than one grievance or dispute subject to arbitration is then
pending, the same arbitration tribunal may hear and determine both disputes in the same proceeding. The Board of Arbitration shall consist of one representative of the Union, one representative of the District, and they shall jointly select a third arbitrator who shall be able to hear such dispute within a reasonable period of time after the request for arbitration. If they are unable to agree upon a third arbitrator they shall request a list of seven (7) arbitrators from the State Conciliation Service of arbitrators experienced in transit arbitrations in the San Francisco Bay Area, and shall select, by a striking process, from such list, the third arbitrator. The decision of any two of the three arbitrators on any dispute shall be final and binding. The expense of such arbitration shall be jointly paid by the Union and the District.

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

ARTICLE 12. NO SHOWS

1. For purposes of Article 43 of this MOU, a "No Show" shall be defined as follows:

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

   B. An operator will be charged with a no show for failure to notify the dispatcher at least one-half (1/2) hour before the initial report time of the day's assignment of inability to report to work.

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

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

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

ARTICLE 13. MISCELLANEOUS DISPUTES

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

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

2. The District will respond to the Union within fifteen (15) calendar days in writing.
3. If the matter is not resolved, the Union may request and the District shall hold a meeting with the Union within ten (10) calendar days after said request.

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

ARTICLE 14. EXISTING COMPANY RULES

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

ARTICLE 15. MEDICAL ARBITRATION

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

ARTICLE 16. INFORMATION TO BE FURNISHED TO THE PARTIES

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

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

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

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

6. The Union Officers, or their designated alternates, shall be permitted by the District to transact any Union business on the premises of the District, but at no time delay the scheduled work assignment of the employees.

ARTICLE 17. LEAVE OF ABSENCE, DISABILITY, LAYOFF

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

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

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

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

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

4. Employees covered by this Agreement shall be entitled to military leave without loss of pay or benefits as provided hereinafter. For purposes of explanation, this provision shall apply to employees who are members of a U.S. military reserve organization and who are ordered to active duty for a period of time required by said organization. The period of time during which the District shall compensate the employee shall not exceed the normal workdays in a thirty (30) day period annually. While on said active duty the fringe benefits of said employee shall continue.
5. Leaves of absence due to sickness or disability for employees with less than ten (10) years of service as a bus operator will be limited to a period equal to the employee's length of service as an operator; provided, however, that this period will be no less than twelve (12) months and no more than two (2) years. Employees with ten (10) or more years of service may take a leave of absence due to sickness or disability up to three (3) years. Medical leaves of absence shall commence only after the employee has exhausted all his or her accumulated sick leave. Employees must furnish the District satisfactory medical evidence as provided in Article 30, paragraphs 6A and 6B. Employees who fail to comply with this provision will be subject to discipline including discharge. Seniority of employees on leave of absence due to sickness or disability as described above will not be affected. Employees who fail to return to duty on or before the last day of the maximum allowed leave of absence will be terminated. During such medical leaves of absence the District shall only be obligated to maintain the employees' health and welfare benefits for a period of nine (9) months. An employee who is on sick leave or disability leave and returns to work for a period of less than forty-five (45) calendar days and then goes back on sick leave or disability leave shall be considered as not having broken the leave period from which he or she presently returned.

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

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

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

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

C. For an employee with over ten (10) years of service who has qualified for disability retirement under the provisions of the Golden Gate Transit Amalgamated Retirement Plan, no limitation of time if the employee has been found to be no longer disabled by the Retirement Plan.
In the event the employee is subsequently released medically and qualified for duty as an operator, he or she will be placed on a standby list and hired in preference to new applicants. The employee will be entered in the first training class and will receive the training rate of pay while training. If no training program will commence within ninety (90) days of clearance by the District's physician, the District will commence a training program for the employee within ninety (90) days of clearance by the District’s physician. Upon completion of the training class, the employee will be on probation for ninety (90) days. The employee may file a grievance within fifteen (15) calendar days which is subject to Article 11 regarding either the failure to complete the training class successfully or the termination of employment during the ninety (90) day probation period. Upon return to duty, the employee will receive the wage rate of a regular full-time employee at 100% and will recapture all seniority accrued at the time of termination and all service benefits commensurate with the seniority accrued at the time of termination.

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

8. In the event an employee's driver's license is suspended or revoked for other than medical reasons, the employee will be given a personal leave of absence of up to twelve (12) months on the first such occasion. In the event an employee’s driver's license is suspended or revoked for other than medical reasons again within three (3) years, the employee will, absent a finding of substantial mitigating circumstances, be terminated. If an employee is on a medical leave of absence or on sick leave status at the time of the first suspension or revocation of driver's license, the employee must supply medical verification every thirty (30) days and will be subject to a medical examination by a physician designated by the District. Failure to provide the required thirty (30) day medical verification will result in cancellation of medical benefits on the thirty-first (31st) day. If the action which caused the suspension or revocation of the employee's driver's license occurred on the job, the employee will be subject to discipline under Article 8.

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

The District will advise each employee to be recalled by certified United States Mail, return receipt requested; a copy of such recall notice will be furnished to the Union. An employee receiving notice of recall will immediately acknowledge receipt of same by Certified United States Mail, return receipt requested, which date will be within ten (10) calendar days of the postmark of the recall notice. Employees having other employment, being recalled for periods of sixty (60) days or less, will be given permission to reject same without loss of seniority. Furloughed employees failing to comply with these regulations will forfeit seniority rights and will no longer be considered employees of the District. Employees recalled from furloughs will report for duty at the San Rafael Bus Transit Headquarters on the date specified in the District's notice, unless excused.
10. The District agrees that two (2) full-time operators may be temporarily transferred to part-time operator positions during each District sign-up as follows:

A. The request must be submitted no sooner than thirty (30) days prior to the first (1st) day of bidding and no later than two (2) weeks before the first day of bidding for a District sign-up;

B. Selection for temporary transfer to a part-time operator position shall be by seniority;

C. The duration of the part-time operator assignment will be either one (1) sign-up or two (2) consecutive sign-ups;

D. During the assignment as a part-time operator, the operator will maintain and accrue seniority as a full-time operator but will otherwise be considered to be on leave of absence as a full-time operator;

E. Operators will be placed in seniority at the bottom of the part-time seniority roster;

F. The operator will only receive benefits to which a part-time operator is entitled;

G. Operators who elect to temporarily transfer to part-time operator status will not receive service pension credits for any full month on part-time operator status;

H. The operator will be paid the applicable wage rate based upon length of service as a District bus operator;

I. The District may allow a third (3rd) full-time operator to transfer to a part-time operator position for any District sign-up;

J. Full-time operators who are temporarily assigned to part-time positions will not be counted for the purpose of computing the number of part-time operators that may be employed by the District pursuant to Article 45;

K. A full-time operator will not be eligible to reapply for transfer to a temporary part-time operator position during the twenty-four (24) month period following completion of a temporary part-time operator assignment.

ARTICLE 18. SANITARY FACILITIES TO BE FURNISHED BY THE DISTRICT

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

ARTICLE 19. DRIVERS' ROOMS - EQUIPMENT - BULLETIN BOARDS

1. Bulletin boards shall be provided at each Division Headquarters for the use of the Union in posting notices of meetings or other business pertaining to the Union. For the purpose of this section, "other business pertaining to the Union" is understood to exclude material pertaining to political matters or to any matter in dispute involving any other employer than the District or any other labor organization than the Union. The District agrees to furnish the Union office with a copy of all posted bulletins and the Union agrees to furnish the District with a copy of all Union bulletins to be authenticated by the signature of a duly authorized representative of the Union.

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

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

ARTICLE 20. MANNING OF MOTOR COACHES

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

ARTICLE 21. PRIOR GREYHOUND LINES-WEST SERVICE RIGHTS

1. All Greyhound Lines-West employees transferring to employment by the District by January 1, 1973 shall be credited with their accumulated years of service as of the date of transfer for the purpose of seniority, sick leave, vacations, pensions, and pay rates.

2. The application of the above paragraph shall be in accordance with Document "A", paragraph 5, dated March 27, 1969 between Greyhound Lines-West and the Amalgamated Transit Union as interpreted by a separate Memorandum of Understanding reached between the above parties.

ARTICLE 22. LOST PROPERTY

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

2. The District agrees to furnish any information to the employees finding lost property as to the final disposition, upon request of the employee.
ARTICLE 23. SENIORITY

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

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

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

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

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

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

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

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

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

ARTICLE 24. LECTURES, ETC.

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

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

ARTICLE 25. FREE TRANSPORTATION

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

2. Effective July 1, 1976 all newly hired employees will be allowed free transportation over/on the District's Bridge, Bus and Ferry operations only.

3. Employees on the payroll prior to June 1, 1976 will have the following options:
   A. Continued privilege of free transportation on the bus system only for themselves, their spouses and dependent children, or
   B. Free transportation for the employee only over/on the Bridge, Bus and Ferry.

4. Once the option to change to District policy is exercised, the employee may not elect to change back to the former Bus only policy.

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

ARTICLE 26. WORKERS' COMPENSATION

1. Any employee injured on the job, when such injury is certified by the Department Head or authorized District employee, shall receive the regular rate of pay for the regularly assigned hours for the day of injury. An operator shall be allowed to use one half day's accrued sick leave for each full workday absent from work because of the on-the-job injury. The payment of sick leave benefits shall be as provided in Article 30, paragraph 3 and paragraph 9. Industrial injuries must be reported within twenty-four (24) hours of occurrence.

2. Employees at work who are required to take medical treatment or medical evaluations during regular working hours (in industrial injury compensation cases only), shall be allowed time off duty without loss of pay subject to the following conditions:
   A. If, within the first two weeks of returning to duty, medical treatment or evaluation is scheduled by the employee or the District, the employee shall suffer no loss of pay.
   B. Any subsequent medical treatments or evaluations scheduled by the District will result in no loss of pay to the employee.
   C. If, after the first two weeks of return to work, further medical treatment is prescribed by or required by the employee's doctor and the medical treatment is scheduled during
report or turn-in time, platform time, travel time, between time or point time, said employee will only be paid for the amount of time that he/she worked that day.

**ARTICLE 27. ABUSE OF LEAVE (Workers' Compensation, Sick Leave, Medical Leave of Absence)**

An employee will be subject to discipline, including discharge, under Article 7 of this Agreement, if the employee:

1. abuses the use of leave for a claimed injury on the job; or

2. submits a fraudulent or otherwise improper claim for Workers' Compensation benefits, sick leave benefits, or medical leave or absence benefits; or

3. fails to immediately notify the District if the employee is receiving, or is entitled to receive, pay for work done for another employer or in any self-employment while the employee is absent from work as a driver due to a work-related injury or illness or while receiving sick leave benefits or while on medical leave of absence.

**ARTICLE 28. LOSS OF EMPLOYEE PROPERTY**

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

**ARTICLE 29. DISTRICT PROPERTY**

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

**ARTICLE 30. SICK LEAVE**

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

2. Sick leave may be accumulated without limitation.
3. To be eligible for sick leave benefits, operators must have notified the proper District official of their illness prior to the time they were scheduled to report for the first full workday of their assignment.

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

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

   
   If an employee with less than twenty (20) days of accumulated sick leave is absent due to illness or injury for more than four (4) workdays, the employee must produce a written return to work statement from a medical practitioner upon return to work. If the employee is off more than eight (8) work days the employee must submit written medical evidence of illness or injury to the District within eight (8) calendar days after the eighth (8) workday (or before). If the employee returns to work within the eight (8) calendar days, a return to work note is all that will be required.

   Medical evidence for this section shall be defined as a written statement from the employee's medical practitioner stating the employee is ill or injured and under a doctor's care and giving a date which the employee may return to work. In the event the medical practitioner does not state when the employee may return to work, a new written statement will be required in thirty (30) days. If an employee returns to work within the time designated by the medical practitioner, the employee will not need an additional note. A return to work statement from a medical practitioner should state that the employee is fit to return to work.

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

   If an employee with twenty (20) or more days of accumulated sick leave is absent due to illness for more than fifteen (15) workdays, the employee must produce a written return to work statement from a medical practitioner upon return to work.

   If an employee with twenty (20) or more days of accumulated sick leave is absent due to illness or injury for more than twenty-five (25) workdays, the employee must produce medical evidence of illness or injury within eight (8) calendar days after the twenty-fifth (25) workday of absence (or before).

   If an employee with twenty (20) or more days of accumulated sick leave runs out of sick leave during an absence from work due to injury or illness, after five additional workdays of absence, the employee must
comply with the requirements for employees with less than twenty (20) days of accumulated sick leave.

Medical evidence for purposes of this section shall be defined as a written statement from the employee's medical practitioner stating that the employee is under their care.

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

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

7. In cases where an operator has established a pattern of absences and when the District deems it appropriate, operators who have placed themselves on sick leave may be required to present satisfactory evidence of their disability, and further information to the effect that said disability no longer exists and that the operator is able to return to work as a condition for returning to work; provided, however, that before imposing such a requirement, the operator will be informed in writing of the requirement which will then be applicable to future absences for said employee; and provided further that the District may require medical evidence of an employee's fitness to return to work before he/she actually does, if said employee is returning to work after suffering from an illness which is covered under the Federal Motor Carrier Safety Regulations (49-CFR 391.41-391.49), and which would have disqualified him/her from driving while suffering from said illness.

8. Whenever possible, an operator will give one-half (1/2) hour notice prior to reporting for work that he or she is unable to report because of illness. Any operator on sick leave, unexcused absence or leave of absence, wishing to return to work, must notify the Dispatcher by 4:30 p.m. on the day prior to the anticipated return to work, except in cases of TFN hold downs. (See Article 47.)

9. The payment of daily sick leave benefits for run operators shall be based upon the operator's regular run pay, including report and turn in time as defined in Article 51 and the daily sick leave benefits for extra board operators shall be paid on the basis of his/her extra board daily average.

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

11. Operators hired after January 1, 1990 shall, upon retirement or death be paid for all unused sick leave on the basis of fifty percent (50%) of the remaining accrued sick leave time; provided, however, that said accrued sick leave time for which payment will be made shall not exceed one hundred and eight (108) days.
12. Operators with accumulated sick leave benefits in excess of seventy-five (75) days, may convert sick leave benefits to the District’s deferred compensation plan (457 Plan), subject to applicable IRS regulations, as follows:

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

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

During the first year of this Memorandum of Understanding, operators may elect to convert sick leave benefits to a deferred compensation plan during the period September 1 through September 30, 1999. Thereafter, operators may elect to convert sick leave benefits to a deferred compensation plan during the period of March 1 through March 31 each year.

ARTICLE 31. JURY DUTY

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

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

ARTICLE 32. DISTRICT MANDATED APPEARANCES AND SUBPOENAS

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

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

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

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

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

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

ARTICLE 33. VACATIONS

1. All operators of the District shall become entitled to annual vacation credits in accordance with the following provisions, effective January 1, 1983:

   A. In order to accrue vacation credits, as applicable, in any month the employee must be on paid status for at least sixteen (16) days in that particular month. Pay status is defined as regular working days, regular days off, paid sick leave and paid vacation.

   B. Employees with one (1) month, but less than four (4) years of service, shall receive vacation credit at the rate of five-sixths (5/6) of a day per month towards annual vacation, but not to exceed two (2) weeks.

   C. Employees with four (4) years and less than ten (10) years of service shall receive vacation credit at the rate of one and one-quarter (1-1/4) days per month towards annual vacation, but not to exceed three (3) weeks.

   D. Employees with ten (10) years and less than twenty (20) years of service shall receive vacation credit at the rate of one and two-thirds (1-2/3) days per month towards annual vacation, but not to exceed four (4) weeks.

   E. Employees with twenty (20) years but less than twenty-nine (29) years of service shall receive vacation credits at the rate of two and one-twelfth (2-1/12) days per month towards annual vacation but not to exceed five (5) weeks.
F. Employees with twenty-nine (29) years or more of service shall receive vacation credit at the rate of two and one-half (2-1/2) days per month towards annual vacation but not to exceed six (6) weeks.

2. The accumulation of vacation credits shall not be affected by absences of one (1) year or less due to industrial accidents or by temporary absence on Union business.

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

4. Split vacations will be allowed on a voluntary basis. No employee will be forced to split a vacation. All employees who exercise the option to split will not be allowed all picks at one time. They shall make their first pick and then wait until all other employees have signed according to their seniority; then they shall be allowed their second pick on a seniority basis; then they shall be allowed their third pick on a seniority basis. Vacations may only be split once except where additional consecutive weeks are not available on the third pick.

5. Casual vacation days may be taken as follows:

A. An employee may use up to five (5) days vacation accrual annually on a day-by-day basis commencing January 1, 1989 but may not take more than two (2) consecutive days casual vacation at any one time.

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

C. Employees who declare intent to use casual vacation the following year will do so by:

1) Submission of bid between December 1 but no later than the third (3rd) Thursday of December for a maximum of two (2) consecutive days casual vacation or a combination of one (1) day casual vacation plus one (1) Floating Holiday. Awards shall be made in seniority order; and/or

2) Notify a Dispatcher at Division One on the form provided, no later than twenty-four (24) hours in advance, of your selection of a casual vacation day. The Notification Form will be time/date stamped and a duplicate returned to the employee. Awards shall be made in seniority order in cases of identical times of submission.

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

6. When an employee is off work because of industrial injury or jury duty, his or her vacation may be postponed until the employee returns to work.
7. If an employee postpones vacation as provided in paragraph 6, upon return to work, the vacation period shall be placed in a slot as determined by the District, after consultation with the Union.

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

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

10. Regular assigned run operators, while on vacation, will receive their regular run pay, which shall include report and turn-in pay as defined in Article 52; extra board operators rotating will be paid on the basis of their extra board average; extra board operators on hold-downs will receive their regular run pay (including report and turn-in time) for the hold-down.

ARTICLE 34. HOLIDAYS

1. Legal holidays are: New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Cesar Chavez's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Should any such legal holiday fall on Sunday, the day following will be observed as the holiday. In addition to the legal holidays, four (4) additional holidays will be observed, i.e., the employee's birthday and three (3) floating holidays per calendar year.

   A. In 2011, 2013 and 2015, employees will only receive two (2) floating holidays. In 2011, 2013 and 2015, Martin Luther King, Jr.'s Birthday will be worked as a regular workday. In 2011, 2012 and 2014, Cesar Chavez' Birthday will be worked as a regular workday. Christmas Day 2010 and New Year's Day 2011, the holiday will be observed on the preceding Friday.

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

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

   A. Notify a Dispatcher at Division One on the form provided, no later than twenty-four (24) hours in advance. The Notification Form will be time/date stamped and a duplicate returned to the employee. In cases of identical times of submission, seniority will prevail in the award of the Floating Holiday. The number of employees on Floating Holiday shall be governed by needs of service. Effective for Floating Holidays commencing in 1988; and/or

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

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

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

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

   A. Their board average shall be paid as holiday pay.

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

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

   A. Their run pay shall be paid as holiday pay.

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

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

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

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

9. Holidays as agreed to in this Article shall be observed on the days set forth in the applicable section of the Government Code of the State of California.
10. The District will designate on all runs and extra boards those runs that will have Saturdays, Sundays and Holidays off.

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

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

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

14. Run pay for holidays shall include report and turn-in time as defined in Article 52.

ARTICLE 35. FUNERAL LEAVE

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

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

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

4. An employee whose vacation is interrupted by a funeral shall not be entitled to funeral leave.

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

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

7. In order to be eligible to receive funeral leave pay, an employee must submit the following information on a form provided by the District: the name of the deceased, the relationship of the deceased to the employee, the time and place of the memorial/funeral service, and a statement that the employee attended the memorial/funeral service.
ARTICLE 36. SPECIAL CONTRIBUTIONS—HEALTH AND WELFARE PENSIONS

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

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

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

2. The District will contribute an amount equal to 15.165% of each full time bus operator’s gross earnings to the Pension Trust. Of this amount, the District will deposit the amount of $160,000 into the Health and Welfare Trust annually to defray the cost of retiree medical benefits. The deferral of $160,000 to the Health and Welfare Trust will only occur in years when the Trust does not have sufficient funds under the rules of the Trust to make the payments required in Section 2(A) of the Health and Welfare Trust Modifying Amendment. Cash payouts for casual vacation days and floaters and payouts of cash incentives from the Attendance Recognition Program shall not be considered gross earnings for purposes of pension contribution.

3. In the event the Actuarial Value (AV) of the Pension Plan assets decline to be equal to or less than 93% of the Actuarial Liabilities (AL), based upon the Plan Actuary’s Annual Report for January of each calendar year, the pension contribution shall be increased by 4% of wages with 2% to be paid by the District and 2% to be paid by the Bus Operators, effective upon the date of the next wage increase scheduled in the MOU.

   Subsequently, in the event the AV equals or exceeds the AL by 100% based upon the Plan Actuary’s Annual Report, the 4% pension contribution increase shall cease effective on the 1st of the month following the issuance of the Plan Actuary’s Annual Report and 2% shall be reinstated to Bus Operators’ wages and the District’s 2% additional contribution shall cease.

   In the event of a catastrophic event to the Pension Fund, the parties agree to meet to address the funding issues and possibly implement the pension contribution formula at an earlier time.

4. The District and the Union agree that an amount equal to 2% of the bus operator payroll will be used to offset the cost of medical benefits for Active and Retired Bus Operators and their eligible spouses and dependents. An amount equivalent to 2% of the bus operator payroll shall be placed in the Health and Welfare Trust for disbursement to the District’s medical providers. The details of these arrangements are set forth in a separate Letter of Understanding.

5. Effective January 1, 2005, full-time bus operators and their eligible dependents; retired bus operators (meaning bus operators who are receiving a retirement benefit from the
Pension Plan) and their eligible dependents; and the surviving spouse of any retired bus operator who has retired with twenty (20) or more years of credit service, shall be allowed to elect one of the following medical plans.

(1) Blue Shield of California (preferred provider or non-preferred provider)
(2) Blue Shield HMO
(3) Kaiser

During the life of this Agreement, the District and the Union agree they will meet and confer to develop a post-65 retirees' medical benefit package. It is the intent of the parties not to reduce benefits but to offer an alternative benefits package with the goal of having an equivalent benefits package in place no later than July 1, 2012. Individual eligibility issues concerning retiree medical benefits will be resolved by mutual agreement.

Employees with a seniority date of March 1, 2008 or later and who retire at Normal Retirement Age (age 65) or older with less than ten (10) years of full-time seniority shall be eligible to purchase health care benefits coverage (health, dental, and vision) for themselves and eligible dependents at a percentage of the COBRA rate based upon the following sliding scale:

<table>
<thead>
<tr>
<th>Years of Full-Time Seniority</th>
<th>% of COBRA Rate Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5</td>
<td>100%</td>
</tr>
<tr>
<td>5</td>
<td>50%</td>
</tr>
<tr>
<td>6</td>
<td>40%</td>
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<td>7</td>
<td>30%</td>
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<tr>
<td>8</td>
<td>20%</td>
</tr>
<tr>
<td>9</td>
<td>10%</td>
</tr>
</tbody>
</table>

Employees with ten (10) years of full-time seniority at Normal Retirement Age or older will be eligible for retiree medical benefits paid by the District.

New full-time bus operators shall be enrolled in a health plan on the first day of the month following hire. New employees may only elect to participate in the Blue Shield HMO or the Kaiser Plan during their first 2 years of employment and may select any plan at the next open enrollment.

The benefits under these plans shall be set forth in a Summary Plan Description ("SPD") which will be available to both the active and retired insureds. The SPD will fully describe covered services and specific required co-payments. During the interim, the current health benefits shall remain in effect. The SPD terms will remain in effect for the life of the
Agreement. However, it is recognized with the passage of federal legislation, some terms will change under law, including but not limited to the elimination of the $1 million lifetime maximum coverage. In the event an employee, retiree or dependent reaches the cap prior to implementation of the new federal provisions, the parties (District and Union) agree to meet and confer to determine appropriate action on a case-by-case basis to insure medical care and treatment. In the event the health care provider unilaterally changes any plan provision, the District and the Union shall meet-and-confere to maintain an equivalent benefit.

A. Prescription drug coverage for Blue Shield PPO members will be provided by Caremark. The Caremark benefits shall be set forth in a Summary Plan Description ("SPD") which will be available to both the active and retired insureds. The SPD will fully describe covered services and specific required co-payments. During the interim, the current prescription drug benefits shall remain in effect. The SPD terms will remain in effect for the life of the Agreement. In the event the prescription drug provider unilaterally changes any plan provision, the District and the Union shall meet-and-confere to maintain an equivalent benefit.

B. Other Coverage

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

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

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

An open enrollment period will be held periodically for all active drivers permitting them to elect a change of coverage.

Details of all coverage are contained in the Summary Plan Descriptions which are provided to all eligible operators and retirees. The SPD terms will remain in effect for the life of the Agreement. In the event the vision care or dental care provider unilaterally changes any plan provision, the District and the Union shall meet-and-confere to maintain an equivalent benefit.

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

7. The District and the Union agree to establish a Committee to facilitate resolution of medical coverage issues. The Union members of the Committee shall be appointed by the

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Union President and the District members of the Committee shall be appointed by the General Manager. The Committee shall not have authority to bind the District or otherwise commit the District to any liability. The District and the Union may, by mutual agreement, change to another health care provider during the life of the Agreement provided that the benefits will be equivalent.

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

ARTICLE 37. DMV PHYSICALS

1. The District will require operators to take physical examinations required by the DMV on their own time. Cost for DMV physical examinations will be paid for by the operator’s Article 36 medical plan. The District agrees to modify the plans so that a physical examination benefit will be provided for all operators and may be used for the DMV physical examination. Operators will be reimbursed for any co-payment charge for this examination. Operators enrolled in the Blue Shield Plan who use an out-of-network provider shall be responsible for all costs in excess of the equivalent in-network cost to the District. The cost of DMV physical examination shall not be included in the Medical Cost Containment Program. Individual eligibility issues concerning the DMV physical examination will be resolved by mutual agreement.

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

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

ARTICLE 38. DISTRICT SENIORITY SIGN-UP

1. Effective March 7, 1993, the District Sign-Up will be conducted a minimum of four (4) times a year to be effective on the first Sunday in March, the second Sunday in June, the first Sunday in September, and the last Sunday in November.

2. Effective January 1, 2000, the District Seniority Sign-Up will be conducted a minimum of four (4) times a year to be effective on the second Sunday in March, the second Sunday in June, the second Sunday in September, and the second Sunday in December.

3. All bidding or sign-ups will commence at the San Rafael Bus Transit Headquarters no less than two weeks prior to the effective assignment dates. The initial advertising of runs will be posted four Mondays preceding the date of the change.
4. Once the bidding procedure commences in a sign-up no new runs or extra board positions may be added to the list incorporated, advertised and posted for bid.

5. The run book will be advertised and posted no less than one week prior to the bidding period, and in no event will changes be made in runs thereafter.

6. This information will be made available at all division points, including San Francisco.

7. A list of no more than thirty (30) drivers will be posted according to seniority each day of the bidding period. Operators will submit their bids into a sealed box provided by the District which will be opened immediately following the close of the bid period at 12:00 noon for that group. In the event there are unsuccessful bidders or absent drivers from the group, the Union representative present will bid for them.

8. This procedure will be followed until the entire roster has been exhausted. The number of operators on the last bid roster will naturally vary, and probably not conform to the limits outlined above.

9. During the bidding period all results will be posted at all division points, including San Francisco, immediately after the awards have been made for each individual group.

10. The District will furnish the necessary facilities, equipment and staff for the sign-up. The Union will furnish the necessary Union representative. The District will reimburse the Union representative's loss of wages incurred for the time actually spent in the sign-up process. The District may require the Union representative to return to his/her regular assignment upon the completion of the sign-up process. The District shall designate one representative and the Union shall designate one representative. Each representative shall be the sole spokesman for the group for which he or she is designated to act. Each party shall advise the other before the Sign-Up as to the identity of its representative.

11. Operators who transfer from one line to another (excluding new routes) on their own volition will be required, as a condition of said transfer, to know the assignment prior to the time the transfer is requested or bid. When such transfer is made as a result of change in operation or at the request of the District, such operators will be compensated at their appropriate rate of pay.

12. The District will determine the number of extra board operators to be allotted to San Rafael, Novato, and Santa Rosa; when an extra board location is in need of additional extra operators the District will determine from which other extra board location extra operators can be released and permit the necessary number of extra operators to select by preference bid to fill the additional positions. If the positions are not filled by bid, then the assignments will be made by inverse seniority order.

13. The above may be modified to conform to local operating conditions if mutually agreed in writing between the District and the Union.
14. With the mutual agreement of the District and the Union, the District may convert the seniority sign-up to an automated, computerized process during the life of the MOU.

**ARTICLE 39. RUN BOOK**

1. A run book will be provided at all Division points and at the San Francisco Lot. A description of runs will include the following:
   - A. Run number.
   - B. Schedule number.
   - C. Route number.
   - D. Sign on and off time of each schedule.
   - E. Leaving and arriving time of schedules operated.
   - F. Hours and minutes allowed for normal operation.
   - G. Pay rates of runs.
   - H. Any deviation from known routes.
   - I. On duty time.

2. Copies of the Run Book will be provided at Division points and San Francisco Lot on the following basis:
   - San Francisco Lot - 3 copies
   - Santa Rosa - 3 copies
   - Novato - 3 copies
   - San Rafael - 5 copies

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

4. The District agrees that it will reconfigure proposed runs at the request of the Union prior to the beginning of a sign-up as long as there is no additional cost to the District either directly or indirectly and no impact upon the operational needs of the District.
ARTICLE 40. RUN CHANGES

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

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

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

ARTICLE 41. FRAGS AND TRIPPERS

1. No frags or trippers shall have a total elapsed time in excess of four (4) hours; provided, however, that the part-time positions which exceed four (4) hours as set forth in Article 45 shall not be subject to this four (4) hour limitation.

2. Effective July 1, 1989, it is agreed that not more than fourteen (14) percent of the total morning pullouts shall be operated as frags or trippers.

   Effective July 1, 1989, it is agreed that the total number of afternoon frags or trippers shall not exceed eleven (11) percent of the total morning pullouts.

Pursuant to the terms of the Side Agreement between the District and the Union dated April 28, 1989, the total number of morning and/or afternoon frags or trippers allowed shall be increased by six (6).

3. "Total Morning Pullouts" is defined as follows: An AM pullout is the initial morning departure of a run, frag, or tripper from Divisions 1, 2, or 3. For the purpose of computing percentages of the total morning pullouts pursuant to Article 41 of the Memorandum of Understanding, no run, frag, or tripper shall count as more than one pullout.

4. Service on new routes may be operated as frags or trippers for a period of thirty (30) days. The above percentages shall not apply to this new service.

5. The District may incorporate frags, trippers, reliefs, and school runs and set up regular runs on a four-day week basis not to exceed ten percent (10%) of the total morning pullouts, and those runs will be posted and advertised on the District Seniority Sign-Up. These runs will be guaranteed a minimum forty (40) hours per week, but the higher rate would prevail in the event the driver is required to perform hours in excess of forty (40) hours per week, at the rates and conditions in accordance with Articles 52 and 55. These runs must be incorporated so as to provide four (4) consecutive days' work.
ARTICLE 42. BREAKS DURING RUNS

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

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

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

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

ARTICLE 43. ATTENDANCE POLICY

1. Attendance Requirements

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

B. "Excessive absenteeism" for purposes of this Article shall be defined as four (4) or more occurrences of absence within any consecutive twelve (12) month period beginning January 15, 1987. Occurrences of absence prior to January 15, 1987 shall not be considered for purposes of this Article. The twelve (12) month period referred to in this Article shall mean a "rolling" twelve (12) month period.

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

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

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

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

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

F. If an operator has a sixth occurrence of absence in any consecutive twelve (12) month period, then he/she shall be given a written reprimand regarding said excessive absenteeism.

G. 1) If an operator has an eighth occurrence of absence during any consecutive twelve (12) month period, said operator shall be suspended for a period of up to five (5) working days.

   2) If, after March 1, 1993, an operator has a second eighth occurrence of absence in any consecutive twelve (12) month period, said operator shall be suspended for a period of thirty (30) calendar days.

   3) If, after March 1, 1993, an operator has a third eighth occurrence of absence during any consecutive twelve (12) month period, the employment record of said operator shall be considered unsatisfactory and the operator shall be subject to discharge.

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

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

J. Notwithstanding the provisions of this Article, any absence for three (3) consecutive working days without notifying the District of the reasons for said absence shall be deemed sufficient cause for discharge.
K. Run operators and extra operators will be allowed a day off when requested and contingent upon the needs of the service.

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

M. This Attendance Policy is to run concurrently with the Family Medical Leave Act Policy of the District. The District's Family Medical Leave Act Policy shall not diminish or lessen any benefit provided for in the Memorandum of Understanding.

2. **Appeal of Occurrence and/or Attendance Discipline**

A. **Exclusive Procedure**

An employee who wishes to appeal an occurrence which is based on reasons other than illness or injury, except as provided in paragraph 1(D) above or other discipline imposed under this Article, may do so under the procedures set forth in this Article which shall be the exclusive procedures for the resolution of such claims. Provided, however, that an operator may appeal an occurrence due to a new injury if the injury is substantiated by a medical doctor within 24 hours of the return to work.

B. **Initiation of Appeal**

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

C. **Informal Review**

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

D. ** Expedited Arbitration Panel**

1) **Preparation of Agenda**

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

a) The Panel shall consist of the Union President, or designee, the District Bus Transit Manager, or designee, and Alexander Cohn. In the event Alexander Cohn is unable to meet a particular session, the neutral shall be Charles Askin as arranged by Alexander Cohn. In the event of Alexander Cohn's resignation or continuing unavailability, the parties shall meet promptly to agree upon a successor.

(1) Either party may permanently strike the primary neutral arbitrator at any time. If that is done, the back-up arbitrator will become the primary arbitrator and a new back-up arbitrator will be mutually selected by the parties. If the back-up arbitrator does not wish to become the primary arbitrator, the parties will mutually select a new primary arbitrator.

(2) In the event the parties cannot mutually agree upon the selection of a primary or back-up arbitrator, they shall request a list of seven (7) names from the State Mediation and Conciliation Service. The parties shall flip a coin to decide who to strike first and will then alternately strike names from the list until one (1) person is left who will become the arbitrator. If that person is not willing to serve as arbitrator, the parties will request another list(s) and follow the above procedure until an arbitrator is selected.

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

3) Prehearing Submission and Conduct of Hearing

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

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

c) Following each case, the Panel shall meet in executive session. The neutral arbitrator shall moderate the discussion with the objective of achieving agreement between the parties. If the parties cannot agree, the neutral arbitrator shall determine the award. The award shall be announced orally to the parties, including the employee, and shall be documented in writing at the hearing but shall not include a written opinion. The award shall be final and binding but shall not be used as a precedent in any other case.
d) The fee and expenses of the arbitrator shall be shared equally by the parties. The reimbursement of wages for employees called as witnesses, where loss of wages has been incurred by said employee, shall be paid by the party wishing to present such witness. Witnesses shall be scheduled so as to minimize disruption of District service and/or Union business.

E. Attendance Recognition Program

1) Effective January 1, 2011, a modified Attendance Recognition Program will be implemented on a trial basis in an effort to improve attendance. The modified program will be evaluated by both parties in January 2013 to determine whether or not the program described herein is further modified, extended or discontinued. In the event the program is discontinued, the program in place as of September 24, 2010, will be reinstated. That is, operators with perfect attendance from January 1 through June 30 will receive one (1) floating holiday to be used in the following six (6) months. Operators with perfect attendance from July 1 through December 31 will receive one (1) floating holiday to be used during the following calendar year.

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

3) The modified program will be as follows:

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

b) Operators with perfect attendance from January 1 through June 30 and/or July 1 through December 31 of any calendar year will be eligible for an additional incentive drawing for a $400 cash award. Only one such amount shall be awarded for the affected six-month period.

c) Operators with perfect attendance for the full calendar year will be eligible for an additional incentive drawing of a
$600 cash award. Only one such cash amount will be awarded for the full year.

d) Beginning calendar year 2012, an additional layer of incentive will be established as a bonus program which can result in up to $450 additional compensation for all eligible operators. The amount an operator might receive would be calculated on the same basis used to prorate the uniform allowance and vacation accrued. To achieve this incentive, instances of unscheduled absence must be reduced by 14.5 percent using either 2009 or 2011 unscheduled absences, whichever is less, as the baseline year.

e) This Program is a test program agreed to by the parties and is limited in duration. The Program will cease on December 31, 2012. The parties agree to meet and discuss whether to continue such program in early January 2013, but no later than January 31, 2013.

ARTICLE 44. RUN CANCELLATION

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

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

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

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

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

3. If no frags are available with a total elapsed time that is equal to or more than the original assignment, the operators may choose frags with less than the total elapsed time of the cancelled run, but they shall be paid the amount due them for their original assignment. If no frags are available at their home division, the operators may select frags from another division.
4. Operators whose assignments are cancelled may elect, instead of taking frags, to place themselves on the extra board at the same division as their cancelled assignment. If they avail themselves of this option, for days off, they shall be given the choice of the days off of the cancelled assignment, or Saturday and Sunday off for the balance of the current sign-up. Their daily guarantee will be that amount which would have been due them for their cancelled assignment.

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

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

ARTICLE 45. PART-TIME HELP

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

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

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

3. Part-time operators shall receive the same wage progression as full-time operators as set forth in Article 58, paragraph 7. Part-time operators will be credited with past continuous service as a District part-time operator for the purpose of determining their rate of pay.

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

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

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

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

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

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

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

5.

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

New part-time bus operators shall be enrolled in a health plan on the first day of the month following hire. New employees may only elect to
participate in the Blue Shield HMO or Kaiser Plan during their first 2 years of employment and may select any plan at the next open enrollment.

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

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

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Presidents' Day
- Cesar Chavez’s Birthday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving
- Christmas

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

6.

A. There will be a separate seniority list for part-time operators (based upon the date of their first work assignment at the District) and selection of assignments by part-time operators shall be made in order of seniority in conjunction with and to coincide with the end of the regular District sign-ups provided for in Article 38. Seniority shall prevail in the selection of runs. Reduction of forces shall be according to inverse seniority and in accordance with Article 17, paragraph 9.

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

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

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

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

ARTICLE 46. EXTRA BOARDS

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Division</th>
<th>Known Point Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division I:</td>
<td>5</td>
</tr>
<tr>
<td>Division II:</td>
<td>2</td>
</tr>
<tr>
<td>Division III:</td>
<td>2</td>
</tr>
</tbody>
</table>
B. Each weekend and weekend holidays on the Day Extra Board, there will be the following number of known point positions assigned:

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

C. All Night Extra Boards will have one (1) known point position.

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

6. The absence list or diary will close daily at 4:30 PM. Operators on runs that start at 12:00 NOON or later may clear by 12:00 NOON on the first day after the beginning of the absence. After that, the 4:30 PM rule applies. Any operator on sick leave, or unexcused absence, or leave of absence wishing to return to work, must notify the Dispatcher by 4:30 PM on the day prior to the anticipated return to work, except in cases of TFN hold-downs (see Article 47). Operators on jury duty or District business will not be required to conform to this procedure due to the indefinite nature of these situations. Their runs will be held open for assignment until notification is received of their return. Rotating Extra Board Operators will be assigned to point or other service as required, if notification is received after 4:30 PM. The board will close daily at 4:30 PM, the detail or markup for the following day will be posted at 6:00 PM. Any drop, excused, or sick, called in by 4:30 PM will be considered a known assignment for the following day.

7. Assignments will be made as follows:

1. Known point assignments will be made in time order.

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

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

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

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

Operators will not be detailed on the markup to foreign extra boards if day off operators are available at those boards, when such action will result in day off operators being used at the home extra board.
Day Extra Board operators unassigned after filling all known A.M. assignments or Night Extra Board operators unassigned after filling all known P.M. assignments will be given point assignments as needed.

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

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

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

8. When a situation develops where AM point operators are not used, they may be assigned a break and thereafter rotated in the point slot they assume among the other point operators. The time they are required to return to point will determine their position with respect to the other point positions. Breaks may be assigned in rotation sequence to operators on point.

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

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

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

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

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

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

   G. All operators returning to point are required to report in person, by telephone or by radio to the Dispatcher upon completion of that previous service.
H. In the event a move is known in San Francisco which requires a driver to operate service to a home division point, a driver from that division point who is in San Francisco will be held for that service if operating conditions permit.

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

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

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

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

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

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

11. Operators coming up against an on-duty ceiling because of applicable state or federal maximum on duty time laws or regulations (e.g., "having been on duty for 80 hours in any consecutive eight days") due in any part to working a day off will not have a guarantee of eight (8) hours on the day on which the driver will reach the ceiling and will not be dispatched for any assignment unless the driver has at least four (4) hours of permissible on duty time. Any operator unable to complete an assignment due to this limitation will be relieved at the last and closest relief point nearest to an extra board having operators available for relief.

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

13. Extra board operators will not be required to drive their private cars to and from foreign board assignments or relief points on the road. Assignments will be made at their home division points.
14. When an extra board becomes depleted, foreign division extra operators will be used after home board operators. Day off operators will be used as provided in Article 49.

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

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

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

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

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

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

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

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

ARTICLE 47. HOLD DOWNS

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

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

3. Operators alleging incorrect hold down assignments must file a written protest with a Dispatcher or Dispatch Clerk before 4:00 PM on the Friday following the awards. If there is no timely protest, the awards will stand. Disputable errors will be corrected immediately and the District will notify all affected operators. If a dispute arises, the parties agree to meet as soon as possible to effect a solution.

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