

**Side Letter of Agreement
Between
City of Fresno
And
Amalgamated Transit Union, Local 1027**

The City of Fresno and the Amalgamated Transit Union (ATU), representing Unit 6, Bus Drivers, have met and conferred, and have agreed to an extension of the Memorandum of Understanding (MOU) between the parties which includes pay increases, conversion to a five step salary range and the addition of Student Drivers to the bargaining unit. The MOU is amended as follows in bold.

ARTICLE IV - RECOGNITION

L. STUDENT DRIVER PROGRAM

1. Classification

- a. **Student Drivers (formerly Student Bus Drivers) are in Unit 6 and are represented by the Union. Student Drivers cannot attain permanent status.**
- b. **The position of Student Driver shall not be an eligible option for a layoff, in other words, an employee who is a Bus Driver and is released from that position shall not have the option to return to their previous class of Student Driver.**
- c. **Student Drivers shall be trained in and shall perform the expected various duties typical of a Bus Driver.**

2. Compensation and Benefits

- a. **Student Drivers shall be compensated at the rate of ninety percent (90%) of an A Step Bus Driver as reflected in Table A attached hereto and incorporated by reference.**
- b. **Student Drivers shall be entitled to all benefits afforded to probationary Bus Drivers.**

3. Applicability of MOU provisions

The following provisions of this MOU shall not apply to Student Drivers.

- **Article VII, Section A. Disciplinary Actions, Subsection 3. Use of Hearing Officer**
- **Article VII, Section B. Reporting Late for Duty (Miss Outs)**
- **Article VIII, Section B. Assignments and Pay Time**
- **Article VIII, Section C. Extra Board**

- **Article VIII, Section D., Subsection 1. Sign-Ups**
- **Article VIII, Section F. Run Exchanges**
- **Article IX, Section D. Bus Passes**
- **Article IX, Section O. Bilingual Certification Program**

ARTICLE VI – DUES DEDUCTION

A. GENERAL

Pursuant to and in accordance with Section 3502.5 of the Government Code and all the provisions therein, the City and ATU agree that all Bus Drivers in this Unit shall be required, as a condition of continued employment, to join ATU or pay to ATU a Service Fee. Except as expressly modified herein, the procedures governing dues deductions, agency shop, hold harmless obligations, religious and conscientious objections, and financial reporting requirements, shall be as provided in Government Code Section 3502.5, as the same may be amended from time to time.

ARTICLE IX - COMPENSATION

B. SALARIES

6. **Effective January 1, 2017, Bus Drivers will have their salaries increased by at least 9.2% in accordance with Table A attached hereto and incorporated by reference.**

Effective January 1, 2017, the number of wage steps for Bus Drivers will be reduced from six (Step A through Step F) to five (Step A through Step E). Bus Drivers at the December 2016 F Step will be placed in the new E Step. Bus Drivers at the December 2016 E Step will be placed in the new D Step. Bus Drivers at the December 2016 D Step will be placed in the new C Step. Bus Drivers at the December 2016 Step C will be placed in the new B Step. Bus Drivers at the December 2016 B Step will be placed in the new A Step. Bus Drivers in the December 2016 A Step will be placed in the new A Step. and the employees who are in the December 2016 A Step and are placed in the new A Step will have a new step increase anniversary date of January 1.

ARTICLE XI – TERMINATION

This MOU shall be in full force and effect from April 6, 2015, through ~~June 30, 2017~~ **December 31, 2017**, subject to the Sections A., B., C., and D. below.

- A. This MOU shall become effective only after ratification by the members of ATU, followed by City Council approval and the expiration of the waiting period for the

Mayor's action provided in Charter sections 605 and 609, and shall remain in full force and effect through ~~June 30, 2017~~ **December 31, 2017**.

All other provisions of the MOU not explicitly modified in this Side Letter of Agreement shall continue. These provisions in this Side Letter of Agreement will take effect on January 1, 2017. These provisions will expire on ~~June 30, 2017~~ **December 31, 2017**, unless the City and ATU mutually agree to extend this agreement in writing.

FOR THE AMALGAMATED TRANSIT
UNION, LOCAL 1027:

FOR THE CITY OF FRESNO:

RICK STEITZ
ATU President

KENNETH G. PHILLIPS
Labor Relations Manager

Date: _____

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____



Assistant City Attorney

SCHEDULE A

FY17

Effective January 1, 2017

(9.2% salary increase, reduction to five steps, 5% between steps)

STEP	A	B	C	D	E
Bus Driver - Monthly	3791	3981	4180	4389	4608
Bus Driver - Hourly	21.871154	22.967308	24.115385	25.321154	26.584615

Student Driver	3446
Student Driver - Hourly	19.880769