

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAN DIEGO TROLLEY, INC.

AND

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, L-465**

Covering

**CONSTRUCTION SAFETY
FLAGPERSONS**

October 1, 2020 through September 30, 2025

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**COLLECTIVE BARGAINING AGREEMENT BETWEEN
SAN DIEGO TROLLEY, INC. ("SDTI") AND INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS L-465 ("IBEW")**

This Agreement is entered into this 16th day of December, 2021, between San Diego Trolley, Inc. (herein referred to as "SDTI" or "Employer") and International Brotherhood of Electrical Workers (herein referred to as "IBEW" or "Union").

ARTICLE 1

TERM OF AGREEMENT

The term of this Agreement is October 1, 2020 through September 30, 2025.

ARTICLE 2

UNION RECOGNITION

SDTI recognizes IBEW as the sole and exclusive collective bargaining representative for the Construction Safety Flagpersons employed by SDTI. Construction Safety Flagpersons who act as auxiliary supervisors will not be considered part of the bargaining unit while acting in such capacity. However, such employees will be covered by the terms of this Agreement when they are acting as Construction Safety Flagpersons and not in an auxiliary supervisory capacity.

Membership in the IBEW is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the IBEW as they see fit. Neither party shall exert any pressure on, nor discriminate against, any employee in regards to such matters.

SDTI and IBEW L-465 agree to promote harmony and efficiency among all employees.

ARTICLE 3

UNION DUES CHECKOFF

Upon written request on a form provided by the IBEW and approved by SDTI, members of the IBEW may choose to have regular union dues deducted from their paychecks and submitted to IBEW (dues checkoff). Dues checkoff will occur only if the employee authorizes it in writing and maintains the authorization for such deductions. SDTI shall remit such deductions at least once each month to the Union financial secretary. IBEW will indemnify and hold SDTI harmless from any claims, suits, grievances, attorneys' fees, or any other form of liability as a result of making payroll deductions for membership dues.

ARTICLE 4

MANAGEMENT RIGHTS, RULES AND REGULATIONS

IBEW recognizes that SDTI maintains rules and regulations for the management of the business and the direction of its work force. IBEW agrees that SDTI may promulgate such rules and regulations and/or standard operating procedures as necessary for the management of the business and the direction of the work force. Prior to this agreement, all terms and conditions of employment for Construction Safety Flagpersons were set by SDTI. Except as expressly modified by this agreement, SDTI will retain all discretion it had prior to this agreement.

ARTICLE 5

SAVINGS CLAUSE

Should any section or portion of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion directly specified in the court's decision. Upon issuance of such a decision, SDTI and IBEW will meet forthwith to negotiate, if possible, language to replace that which is invalidated.

ARTICLE 6

EMPLOYMENT STATUS

Construction Safety Flagpersons are part-time employees who serve at the will of the Company, and upon ratification, there shall be at least ten (10) full time positions. The Company reserves the right to increase or decrease the number of Construction Safety Flagpersons in its sole discretion. Construction Safety Flagpersons receive no employee benefits from the Company, except as specifically set forth in this agreement.

Any applicant for employment entering service shall be accepted or rejected within one hundred and eighty (180) days after employee begins work, providing the 180 day period has not been interrupted by extended illness or leave of absence. If there is an interruption there will be an extension made to fulfill the one hundred eighty (180) day requirement. When applicant is not notified to the contrary within the time stated, it will be understood that employee becomes an accepted employee.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

All grievances and disputes of any kind between the parties shall only be settled through the following method.

Within fifteen (15) days after a dispute arises, an employee or the IBEW may file a written grievance with SDTI. The written grievance shall contain a statement of all facts relevant to the grievance, an identification of the contract section(s) or policy allegedly violated, a description of how or why it was violated, and the remedy sought. SDTI and IBEW will attempt to resolve the grievance informally. If the grievance cannot be resolved informally, SDTI will respond in writing indicating the reasons the grievance has been denied. The parties may attempt to resolve the dispute through a nonbinding mediation if both parties agree. If one party is not willing to participate in mediation or mediation does not result in the resolution of the grievance, the IBEW may bring the dispute to final and binding arbitration for resolution upon their written request. The request for arbitration shall be served upon the Employer within forty-five (45) days from the date of SDTI's written denial of the grievance.

The arbitration shall be held before an impartial arbitrator, jointly selected by the parties. If the parties are unable to agree on an arbitrator, a list of seven arbitrators shall be obtained from the State Mediation and Conciliation Service and the parties shall alternately strike names from the list until only one arbitrator remains, who shall hear the grievance. Each party shall bear its own expenses in arbitration.

If the party with the dispute fails to file a grievance or fails to move a grievance to the next step within the timelines outlined in this section, it shall be considered closed.

The Union will not accept or process a grievance involving the termination of an employee as an unsatisfactory probationer during the first six months of employment.

ARTICLE 8

UNIFORMS AND EQUIPMENT

Uniforms and equipment will be determined at SDTI's discretion. Construction Safety Flagpersons will be provided a uniform of 3 shirts and 1 jacket upon hire. Employee is responsible for cleaning and maintaining uniform. IBEW agrees on behalf of employees that the Employer may deduct from employee's last paycheck the replacement cost of uniforms, equipment or other items furnished by Employer in the event such items are not returned by employee.

Per OSHA standard 29 CFR 1910.123(h)(2), SDTI is not required to pay for non-specialty safety-toe protective footwear (including steel-toe shoes or steel-toe boots), as SDTI permits such footwear to be worn off the job-site and for personal use. Nevertheless,

Construction Safety Flagpersons will receive \$80 every year during the month of May to purchase footwear compliant with SDTI policy.

ARTICLE 9

EMPLOYEE IDENTIFICATION CARD/TRANSIT PASS

All employees receive an Employee Identification Card / Transit Pass (ID card) and Security Awareness Card at the beginning of their employment. The Identification Card will contain the employee's picture, name, employee number, job title and an expiration date. The Security Awareness Card provides quick and easy steps for identifying a potential security problem and provides telephone numbers to call for assistance.

All employees are required to carry these cards while on MTS property. Non-uniformed personnel must display them on a lanyard. Uniformed personnel must carry them in a wallet or pocket. All employees should be prepared to present these cards when requested.

ID card: The employee is responsible for renewing the ID card within the 30 days prior to its expiration. ID Cards are the property of the Employer. Cards are not transferable and are void if altered or if presented by any other than the person named. Employees will surrender the card to the Employer on termination of employment or at the request of an authorized Employer representative.

Use on MTS Services: The PRONTO app on their phone allows the employee to ride free on MTS routes. The employee assumes all the risks of accidents and expressly agrees that the Agencies shall not be liable under any circumstances, whether of negligence of their agents or otherwise, for any injury to the employee or any loss or injury to the property of the employee when using the card.

Misuse, Loss: Misuse or abuse of the employee identification card shall be grounds for dismissal from employment. The employee is responsible for immediately notifying the Employer of loss or theft of the card.

Construction Safety Flagpersons who have worked more than one (1) year and have worked an average of at least 30 hours per week during the last six (6) months shall be entitled to receive the PRONTO app for their dependents.

Eligible dependents include spouse, registered domestic partner (as defined by the State of California), and children under the age of 19. Proof of relationship (a copy of the marriage certificate, birth certificate, or other legal document) must be given to the Agency. If a divorce occurs, the former spouse/domestic partner's card must be returned to the Agency. When a child turns 19, the card must be returned to the Agency. All terms and conditions above apply to dependent transit passes.

MTS has the right to deactivate (or request return of) dependent passes if the Construction Safety Flagperson fails to work at least 24 hours per week once they earn dependent eligibility.

ARTICLE 10

PERSONNEL FILE INSPECTION

Each employee may inspect at reasonable times and at reasonable intervals that employee's personnel file, provided sufficient advance notice is given to the Human Resources Manager.

ARTICLE 11

HOURS OF WORK AND OVERTIME

A. Eight Hour Work Schedule (5/8 Workweek).

Schedules are determined at management discretion. Work beyond 8 hours in a workday and 40 hours in one workweek is overtime. Overtime is based on "time worked" and does not include sick time, vacations, holidays not worked (if applicable) or other time not actually worked. Compensation for overtime work will be as follows:

1. One and one-half times the employee's regular rate of pay for all hours worked in excess of 8 hours in a workday and 40 hours in one work week, provided that there shall be no "pyramiding" or duplication of overtime pay for the same hours of work; and
2. Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any one work day.

B. The Current Practice of Assigning Work to Construction Safety Flagpersons Shall Continue.

Construction Safety Flagpersons with a minimum of 12 months of active employment, no more than two (2) miss-outs within the last 12 months and no more than five (5) sick occurrences in the last 12 months shall be eligible to be assigned a regular four (4)-day (32 hour) work week, assigned with Wayside, Track and/or Facilities, assuming the operational need exists.

Performance is reviewed once every six (6) months (January 1 and July 1). Any person assigned regular work that slips below the above guidelines for two consecutive reviews is subject to reassignment to the TBA category.

Notwithstanding the above, Management may assign staff based on operational need.

ARTICLE 12

MEAL AND REST PERIODS

Employees will receive one 30-minute unpaid meal period per eight-hour work day to be taken approximately half-way through their shift. Employees will also receive two (2) ten-minute paid rest periods per work day, one rest period for each four (4) hour segment of work. Employees are relieved of all responsibilities and restrictions during their meal and rest periods.

When an employee is required to work through a scheduled meal period, the employee has the option of taking the meal period later in the shift. If the employee elects not to take a later meal period or if a later meal period is not available due to the needs of the operation, the Employer will have the option of giving the employee either 30 minutes of pay at the overtime rate of pay or allowing the employee to leave work 45 minutes early without loss of pay.

ARTICLE 13

SENIORITY

A. Definition.

Seniority for purposes of this Article shall be defined as total continuous service as a Construction Safety Flagperson.

B. Termination of Seniority and Employment.

Employee's seniority and employment shall be terminated by:

1. resignation;
2. discharge;
3. failure to appear for work for three (3) consecutive days without calling the employer;

ARTICLE 14

LEAVES OF ABSENCE

A. General Rules

1. Leaves Are Without Pay

Except as otherwise provided in this Agreement, all leaves of absence for any reason shall be without pay.

2. Notice to Employer

Employees seeking leave shall submit their request in writing to the department head as soon as reasonably possible prior to the requested date of leave, but no later than two (2) weeks prior to the requested date of leave, except in emergencies.

3. Job Abandonment

Employees who have been absent for ten consecutive shifts, and have not called off sick or contacted the employer to request a leave of absence (or extension of an expired leave of absence) are deemed to have resigned their position with the Agency. This paragraph is not intended to alter or mitigate discipline in the attendance and missout policies.

B. Family and Medical Leave

1. Eligibility

Regular employees with more than one (1) year of employment with at least 1,250 hours of service in the previous 12 months may request an unpaid family and medical leave under the federal Family Medical Leave Act ("FMLA") for the following purposes: (1) to care for a newborn, newly adopted or new foster child of the employee; (2) to care for the employee's child, spouse or parent with a serious health condition; or (3) for the employee's serious health condition.

2. Duration

Family and medical leaves are available for up to 12 workweeks in a 12-month period. The 12-month period will be calculated based on the 12-month period measured forward from the date of employee's first use of leave.

Employees may take leave on an intermittent or reduced work schedule basis when the health care provider certifies that it is medically necessary for the care of their parent, child or spouse or because of their own serious health condition.

3. Requesting

Employees who wish to request a family and medical leave should contact the Human Resources Manager for a leave of absence request form and further information regarding their rights and obligations under the family and medical leave laws.

4. Caring for Active Duty Military Personnel

If you require leave to care for a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retirements list for a serious injury or illness you may be entitled to an extension of FMLA. This extension of FMLA is limited to active

duty (duty under a call or order to active duty) military personnel who incur a serious injury or illness on active duty in the Armed Forces that renders them medically unfit to perform the duties of their office, grade, rank, or rating.

5. Paid Family Leave

Employees may apply for Paid Family Leave ("PFL") with the California Employment Development Department ("EDD"). PFL provides partial replacement of wages for up to six (6) weeks when an employee is unable to perform their regular duties due to the need to care for a seriously ill child, spouse, parent, domestic partner, or to bond with a new minor child. The EDD requires that the employee submit a medical certification in order to obtain these benefits. There is a seven (7) -day waiting period before benefits are paid. In addition, SDTI will require the employee to use up two (2) weeks of vacation leave prior to receiving benefits. The first week of vacation will be applied to the waiting period. Employees cannot receive PFL while receiving State Disability Insurance ("SDI"), Unemployment Insurance, or Workers' Compensation benefits. If an employee is eligible to receive leave under FMLA, the California Family Rights Act ("CFRA") and/or California Pregnancy Disability Leave ("PDL"), then PFL must be taken concurrently with leave taken under those laws. PFL is not an additional leave entitlement. If an employee is not eligible for, or has exhausted their leave available under this Agreement and FMLA, CFRA or PDL, there is no additional right to leave under PFL.

C. Military Leave

1. Eligibility

All regular full-time and part-time employees who are ordered to military duty or training shall be granted a military leave of absence. The cumulative absence may not exceed five (5) years, except where the law permits otherwise.

2. Entitlement to Reemployment

To be entitled to reemployment, the employee must separate from military service under honorable conditions and return to work or apply for reemployment within the time required by law. Generally, for federal military service from one (1) to thirty (30) days, the employee must report back to work at the beginning of the first regularly scheduled workday that falls eight (8) hours after the employee returns home; for service of 31 to 180 days, the employee must apply for reemployment no later than 14 days after the completion of service; and for service of 181 days or more, the employee must apply for reemployment no later than 90 days after completion of service. When a service member is hospitalized due to a service connected injury, he/she will be given up to two (2) years to apply for reemployment.

3. Reemployment Rights

- a. Reemployment rights will be in accordance with applicable law.

b. Conflicting claims. If there are conflicting reemployment claims, the person who left the position first has priority.

c. Changed circumstances. Employer will be excused from employing an otherwise eligible employee after military leave if the Employer's circumstances have changed so much that reemployment would be impossible or unreasonable.

4. Other Benefits

Employees who return to work after federal military leave will be entitled to the seniority and all seniority based benefits they would have obtained, with reasonable certainty, had they remained continuously employed. For non-seniority based benefits, the employee will be entitled to the same benefits that are available for other leaves of absence.

5. Paid Leave

A full or part-time employee with at least six (6) months of continuous service shall be entitled to receive compensation while on military leave for the annual two-week military reserve training. Eligible employees will receive the difference, if any, between the employee's regular straight time rate of pay and the employee's military pay during the period of service, not to exceed 80 paid work hours per year. Employer may require reasonable proof of the employee's eligibility for such paid leave. Employees on military leave for other reasons, including the monthly two day military reserve duty requirements, shall not be eligible for any compensation from Employer.

6. Compliance with the Law

Employer reserves the right to deviate from these provisions, as necessary, to comply with applicable state or federal laws.

D. Employees on Leave of Absence Caused by On the Job Injury

Employees on leave of absence caused by on the job injury will continue to accrue seniority while on leave.

E. Vacation

Scheduling. Accrual of vacation leave is a right; time at which scheduled vacation leave is taken is a privilege. Scheduled vacation leave shall be granted at times approved by Employer. An employee must take accrued vacation hours annually; however, an employee may request and be given pay in lieu of vacation in multiples of eight (8) hours. Employees who cash out unused vacation time may receive such cash out via a separate check or have it included in their regular paycheck. All leave that is cashed out will be taxed at the supplemental rate as defined by the Internal Revenue Service.

An employee may take his/her scheduled vacation in increments of no less than eight (8) hours, subject to the Employer's right to control the scheduling of vacations. However, accrued

vacation may be used in one (1) hour increments for sick leave to comply with state and local laws. No employee may take in one calendar year more vacation time than the amount that employee accrues for a one-year period. Employees must give Employer reasonable advance notice before using vacation time, and vacation leave must be approved in advance by Employer. The Employer shall determine the maximum number of employees to be on vacation on any given day.

To the extent the employees within a given job classification are eligible to bid for vacation schedules, such bidding shall be performed by seniority within the classification. Within each classification, the Employer shall determine the maximum number of employees to be on vacation at any given time.

Hours Worked to Qualify (Part-Time Flaggers).

To qualify for a scheduled vacation with pay, each employee must work at least 12 months following his/her hire date. After 1 year of service, employee will be credited with 32 hours.

a. Flaggers who had 1 year of service by December 31, 2020, will get their 32 hours of vacation in January of each successive year.

b. Flaggers who reach their 1 year of service after December 31, 2020, will get their 32 hours on their anniversary date each year. For example, someone reaching their one year anniversary in March 2021 will receive their 32 hours in the pay period following their anniversary date.

(1) The maximum vacation benefit that an employee may have on the books at any time is 96 hours. Once an employee accrues 96 hours of vacation pay on the books, any additional vacation pay earned beyond 96 hours will be paid out by the Employer at the end of each calendar year, or at the time of an employee's termination, whichever comes first. Vacation leave must be approved in advance by Employer.

Hours Worked to Qualify (Full-Time Flaggers).

To qualify for a scheduled vacation with pay, each employee must work at least 12 months following his/her hire date.

Vacation accruals are based on hours worked by employee or while employee is off work using sick leave, compensatory time, vacation, "award day," floating holiday or fixed holiday.

A. Amount.

(1) Every full-time employee shall accrue vacation as follows:

After 1 year – 80 hours/2 weeks per year

After 5 years – 120 hours/3 weeks per year

After 10 years – 160 hours/4 weeks per year

(2) The maximum vacation benefit that an employee may have on the books at any time is 240 hours (six weeks). Once an employee accrues 240 hours of vacation pay on the books, any

additional vacation pay earned beyond 240 hours will be paid out by the Employer at the end of each calendar year, or at the time of an employee's termination, whichever comes first.

B. Vacation Pay Accrual. No employee shall accrue vacation pay or time during their probationary period. However, employees successfully passing the probationary period shall be deemed to have accrued vacation from their hire date. Employees leaving the employment of Employer prior to their anniversary date will receive a pro rata share of vacation pay representing their vacation time earned for that year.

C. Rate of Pay. An employee's vacation rate of pay shall be the employee's straight-time hourly rate at the time the vacation is taken.

D. Posting of Vacated Vacation Slots. When vacations become permanently vacated, said vacations will be posted so that eligible employees may bid those vacations based on seniority. The successful bidder must have sufficient vacation accrued on the books.

F. Sick Leave

Effective July 11, 2016, when hired, each employee will receive forty (40) hours of paid sick leave which they may use on or after their ninetieth (90th) day of employment. Paid sick days that are accrued but not used shall carry over to the next year of employment. After each subsequent year of employment concludes, employees will accrue an additional forty (40) hours of paid sick leave. Paid sick leave shall not be paid out upon the employee's separation from employment for any reason. Employees separating from employment covered by this Collective Bargaining Agreement to begin another position at San Diego Trolley Inc. will have their accrued sick leave carried over to their new position; however, future accruals and use of leave will be governed by the Employee Handbook or Collective Bargaining Agreement associated with the new position.

Employees can use paid sick leave: (1) if Employee is physically or mentally unable to perform his or her duties due to illness, injury or a medical condition of employee; (2) for the purpose of obtaining diagnosis, treatment, physical examination or other medical reasons of the Employee; (3) to provide care or assistance to a family member with an illness, injury or medical condition; (4) for time away from work necessary due to domestic violence, sexual assault, or stalking of Employee or Employee's family member; or (5) due to a public health emergency; or (6) any reason required by the City of San Diego. Any disputes over paid sick days shall be resolved through final and binding arbitration under the Grievance and Arbitration procedure of this Agreement.

G. Bereavement Leave

Upon proof of death, a regular employee may, with the approval of his department head, be granted up to two (2) days paid bereavement leave, when such absence is occasioned by the death of a member of the employee's immediate family. Immediate family means: (1) Spouse, (2) Son or daughter, (3) parent, (4) Brother or sister, or (5) Mother-in-law or father-in-law.

Bereavement pay must be requested within one week following the date of the funeral. Employees must have six (6) months of continuous service to be eligible.

ARTICLE 15

RETIREMENT

Construction Safety Flagpersons are automatically enrolled in the Company's 457 PTS Plan, which is designed specifically for employees who are part-time, temporary, or seasonal and therefore are not covered by their employer's regular retirement program. The PTS Plan is a deferred compensation plan established under Section 457 of the Internal Revenue Code. Contributions to the plan are made automatically each pay period. Federal, and in most cases, state income taxes are deferred until assets are withdrawn.

Construction Safety Flagpersons shall contribute 7.5% of their gross salary each pay period to the 457 PTS Plan. You may voluntarily elect to contribute more than 7.5%. Please see Human Resources for more details.

Construction Safety Flagpersons who work more than 1,000 hours in a calendar year shall cease participation in the 457 PTS Plan and begin participation in the California Public Employees Retirement System ("PERS"). This plan provides retirement benefits and is in lieu of participation in the Social Security program. Effective January 1, 2013, the Employer will have two retirement plans for employees. Construction Safety Flagpersons becoming "new members" of PERS as defined in the California Public Employees' Pension Reform Act (PEPRA) after January 1, 2013 will be subject to a "tier 2" plan that complies with PEPRA. Construction Safety Flagpersons who are hired on or before December 31, 2012, and have worked more than 1,000 hours in a prior calendar year such that they are eligible for PERS, and are not "new members" of PERS as defined by PEPRA will be subject to the retirement plan in effect prior to the effective date of PEPRA (the "legacy retirement plan"), subject to any changes required to the legacy retirement plan by PEPRA.

Construction Safety Flagpersons in the PERS plan shall pay 7.5% of their gross salary each pay period to PERS. If the Employer's contribution to PERS exceeds 11%, the employee and employer will share the amount above 11% equally. For example, if PERS sets the Employer contribution at 11.5%, the employee will contribute an additional .25%, bringing their total contribution to 7.75%. Contributions to offset Employer cost are non-refundable.

If the requirements of PEPRA make changes to the Employer's retirement plans necessary (such as to the retirement benefits or retiree health benefits provided), the parties agree to reopen this collective bargaining agreement on this issue only to negotiate over any such changes. Upon either party providing written notice to the other of its desire to reopen the collective bargaining agreement for this purpose, the parties agree to begin such negotiations within one week, and to meet at least weekly until the parties reach agreement or impasse on any such issues.

ARTICLE 16

WAGES

A. Wage Schedule.

Employees will be paid only for hours actually worked. The wage schedule for straight time hourly rates shall be as follows:

Effective the first day of the first pay period following ratification, Construction Safety Flagperson pay will increase to \$18.00/hour. Effective April 2, 2022, Construction Safety Flagperson pay will increase to \$18.54/hour.

Effective first pay day in April 2023, Construction Safety Flagperson pay will increase to \$19.10/hour.

Effective first pay day in April 2024, Construction Safety Flagperson pay will increase to \$19.67/hour.

Effective first pay day in April 2025, Construction Safety Flagperson pay will increase to \$20.25/hour.

Construction Safety Flagpersons will receive additional \$.25/hour night shift differential for shifts that start after 8:00 p.m.

Construction Safety Flagpersons will receive additional \$1.00/hour when designated by management to work as the Employee in Charge.

ARTICLE 17

NO STRIKE

During the term of this Agreement, neither the Union, its officers, agents, members, nor any employee, will authorize, instigate, aid, participate in or engage in a strike, work stoppage, slowdown, boycott, picket line or any other interruption of the Employer's operations.

ARTICLE 18

HEALTH CARE

In order to comply with the Patient Protection and Affordable Care Act, SDTI may at its sole and absolute discretion, make health insurance available to all or some Construction Safety Flagpersons. If SDTI provides healthcare to a portion of the Construction Safety Flagperson workforce, it will do so in seniority order. All elements of the health insurance plan structure, including but not limited to, plan design, copayments, coinsurance, employee portion of the premium will be set at SDTI's discretion. No Construction Safety Flagperson will be forced to enroll in coverage.

Effective January 1, 2021, Employer contribution to all health plans will increase by 2.5%

Effective January 1, 2022, Employer contribution to all health plans will increase by 2.5%

ARTICLE 19

LABOR MANAGEMENT COMMITTEE

The parties agree to form a joint "Labor/Management" committee to meet regularly in order to improve communication and resolve issues before they become grievances. Neither party is required to make concessions on issues that may arise, but both parties agree to discuss any issues in good faith. The committee will meet during normal business hours.

(THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Dated: 3/14/22

SAN DIEGO TROLLEY, INC

By: [Signature]
Jeffrey M. Stumbo
Chief Human Resources Officer

Dated: 3/14/22

By: [Signature]
Wayne Terry, COO (Rail)

Dated: 3/15/2022

By: [Signature]
Brian Riley
Superintendent of Transportation

Dated: 3/15/2022

By: [Signature]
Brendan R. Shannon
Director of Human Resources

LOCAL UNION 465, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

Dated: _____

By: [Signature]
Chris Simmons, President

Dated: _____

By: [Signature]
Nate Fairman, Business Manager/Financial
Secretary

Dated: 3/9/2022

By: [Signature]
Raul "Kiko" Diaz, Assistant Business
Manager

Dated: 3-8-22

By: [Signature]
Anabel Arauz, Member Development &
Business Representative

Dated: 3-8-22

By: [Signature]
Louis Damian, Committee Member

Dated: 3/8/22

By: [Signature] 3/8/22
Guy Sullivan, Committee Member