

AMENDED AGREEMENT

between

SAN DIEGO TRANSIT CORPORATION

and

LOCAL UNION 465

INTERNATIONAL BROTHERHOOD

of ELECTRICAL WORKERS

JANUARY 1, 2021 through DECEMBER 31, 2022

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## AGREEMENT

This Amended Agreement entered into this 1<sup>st</sup> day of January 2021 between the SAN DIEGO TRANSIT CORPORATION of San Diego, California, its assigns or successors, who are referred to hereinafter as the "Corporation" and LOCAL UNION 465 of San Diego California, of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, affiliated with the AFL-CIO, who may be hereinafter referred to as the " Local Union," covering all classifications of employees listed in Article VI, Section 1.

WITNESSETH: That for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time, and promoting harmony and efficiency to the end that the Corporation, the Local Union and the general public may mutually benefit, the parties hereto contract and agree with each other as follows, to wit:

### ARTICLE I

A. The Corporation is engaged in public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon the Corporation and its employee members of said Local Union. The representatives of the Corporation will meet with the Business Manager of the Union, and if requested by either party, one or more of the employees in the department affected in reference to any grievance brought up by any employee hereunder.

B. The Corporation agrees that it will cooperate with the Local Union in its effort to promote harmony and efficiency among all of the Corporation's employees and to treat all employees fairly and alike.

The Corporation and Union are committed to providing equal employment opportunities for all applicants seeking employment, as well as for present employees.

All personnel policies will be administered without regard to sex, creed, color, national origin, age, sexual orientation, handicap (except as specifically exempted by a bona fide occupational qualification), or obligation for services to the Armed Forces.

Both parties agree to comply with applicable laws pertaining to equal employment and discrimination.

Words used in this Agreement in the masculine gender shall include the feminine.

C. Assignability. This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations therein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any

respect whatsoever by any change of any kind of the ownership or management of either party hereto, or by any change, geographical or otherwise, in the location or place of business of either party hereto.

All Union members of the Corporation coming within the classifications covered by this Agreement shall be required to share in the cost of maintaining and operating the Union as their bargaining agency, and shall be members thereof in good standing. All new employees covered by this Agreement may become members in good standing of the Union within thirty (30) days of their employment or anytime thereafter. The Union hereby agrees that membership shall not be refused arbitrarily and that employees shall not be deprived of membership except for just cause.

D. The Corporation agrees to deduct from the pay of each employee covered by the terms of this Agreement, who authorizes in writing and maintains such authorization with the Corporation for such deductions, all Union initiation fees and dues as may be established by the Union against such members. The Corporation shall remit such deductions once each month to the Financial Secretary of the Union.

E. The employer under this Agreement has the general duty to furnish each of his employees employment and places of employment, free from recognized hazards causing, or likely to cause, death or serious physical harm and the employer has the specific duty of complying with safety and health standards proclaimed under the California Safety and Health Act. The parties hereto agree that nothing in this Agreement is intended or shall be used to violate any municipal ordinance, state law or safety standards, or any other legal public requirement, nor is it intended to allow public or personal danger to continue to the detriment of either the general public, the Company or any employee. Each employee has the duty to comply with these safety and health standards, and all rules, regulations and orders issued pursuant to the California Safety and Health Act which are applicable to his own actions and conduct.

F. The management of maintenance, including the type and kind of equipment and tools to be used, the number of employees, the maintenance of discipline and efficiency, the hire, promotion, or transfer of shop workers (in accordance with contract provisions) as is necessary, the discharge or discipline for proper cause and in accordance with terms of this Agreement, are the sole responsibilities of the Corporation, except that any employee discharged or disciplined shall have recourse through the grievance and arbitration procedure.

The Union, having a grievance under provisions of this Agreement, shall have recourse through the grievance and arbitration procedure. An employee may be suspended or discharged for being under the influence of alcoholic beverages, the use or sale of restricted dangerous drugs or marijuana and its derivatives or narcotics while on Corporation property.

G. The Company hereby agrees to honor contribution deduction authorization from its employees who are Union members in the following form:

I hereby authorize the Company to deduct from my pay the sum of fifty cents (\$.50) a month and to forward that amount to the International Brotherhood of Electrical Workers, AFL-CIO, Committee on Political Education, 1125 Fifteenth Street, N.W., Washington,

D.C. 20005. This authorization is signed voluntarily and with the understanding that the IBEW-COPE will use the money to make political contributions and expenditures in connection with Federal, State and Local elections and that this voluntary authorization is in response to a joint fund raising effort by the IBEW and the AFL-CIO.

## ARTICLE II

### GENERAL WORKING RULES

#### Section A - Probationary Period:

A. 1 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.

No seniority shall be considered for an employee until the employee has been with the Company for six months, but after serving this period their seniority shall be computed from the date on which the employee was hired. 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.

A.2 An employee promoted to a higher position or to another classification shall be accepted or returned to their former position within ninety (90) days, and unless notified to the contrary within the time stated, it will be understood that employee is accepted in the new position. If employee misses work during his ninety (90) day probationary period, there will be an extension to make up any time missed. When an employee is returned to their former position because of a lack of qualifications, they shall be granted a hearing before the grievance committee and the foreman involved. An employee who is returned to their former position for lack of qualifications during the ninety (90) day trial period shall take their former place on the seniority list, and shall be disqualified from the opportunity of promotion to any Mechanic C, Building Maintenance, Revenue Technician, Communications Technician, Apprenticeship or Storeroom Clerk position until 12 months following return to their former position, but they shall remain eligible for any other opportunity for promotion to a higher position or to another classification.

Successful bidders for Servicer A jobs and below will be given a minimum of fifteen (15) days' qualifying period at the bid classification rate of pay. Where possible, existing Mechanic A positions will be slotted in day work. Mechanic A's and Journeymen are equivalent positions during shakeups. Classification seniority prevails in picking shifts.

A.3 If an employee is left in a temporary appointment for a total of eight (8) months, or accrues any combination of eight (8) months within a twelve (12) month period, they shall be permanently rated in that pay grade. In the event that employee is dropped back, they will return to their last classification and former place on the seniority list.

A.4 Nothing detrimental to an employee shall be entered into personal records without being notified in advance. The employees shall be given the opportunity to enter into their record a written rebuttal if they disagree with a document in their personnel file.

The Corporation shall call a recognized Shop Steward if they want to interview the employee and the outcome of said interview could lead to disciplinary action.

A.5 Any maintenance employee promoted into management will have 90 days in which to return to the hourly ranks without loss in seniority. Beyond 90 days from date of promotion the employee may, upon management's approval, return to the bargaining unit at the bottom of the seniority list in the classification last held. Seniority for vacation bidding purposes will be frozen during time served in management.

A.6 Revocation or suspension of driver's license shall constitute just cause for termination, unless the Corporation agrees in writing to grant a leave of absence or other accommodation for the employee covering the duration of the revocation or suspension of the license. Maintenance employees may not work without a valid Class B drivers license and all of the necessary endorsements, absent exemption from state or federal law (e.g., American with Disabilities Act). If medically disqualified from commercial driving, employees are required to make continued good-faith efforts to reinstate their commercial driving privileges.

#### Section B - Departmentalization:

B.1 The organization of the San Diego Transit Corporation's Maintenance Department will be composed of seven (7) sections.

They are:

- a. Paint and Body
- b. Mechanical
- c. Electronic, Electrical, Air Conditioning
- d. Building Maintenance
- e. Stores
- f. Services and Cleaning
- g. Revenue Department

B.2 All lot dispatchers will be out of the Servicer A level.

B.3 Management has the discretion to assign work to qualified employees as required to meet the demands of bus maintenance and repair. Department status will not prevent anyone from performing a job they are trained and qualified to do. Employee may decline work if they reasonably believe they are unqualified to perform competently.

B.4 Existing job classifications will be mutually agreed to by both parties.

B.5 Shake-ups will be held once a year, in the month of February by sections. The purpose of these shake-ups is to satisfy conditions of Article II, Section C.7. The IBEW will assist in expediting the Shake-ups for assignments and vacation. It is further agreed that workload changes that require a change of shift will only be instituted after mutual agreement between the parties. These shake-ups and workload changes shall be applied by section. Additional shake-ups may be held upon mutual agreement of both parties to this agreement.

B.6 In the event of a vacancy within a section and there are no qualified bidders within that section, the bid will then go Companywide; if there are no qualified bidders, then the Company will go to the street to hire. Management may hire Mechanic Cs from outside the Company, pursuant to Art. II, C.3. IBEW agrees to Maintenance Training Proposal Outlined dated January 14, 2014.

B.7 Mechanic "C's" can perform any "C" job within the maintenance department.

Mechanic "C's" may move laterally between sections only if there is mutual agreement between all parties.

Mechanic "C's" will not be required to purchase additional special tools for work performed outside of their regular section.

B.8 Any union member while in the relief foreman position will use no tools and do no work on any vehicle.

B.9 There will be two relief shifts in the storeroom. These two positions can be used for vacancies caused by sickness, vacations, industrials or any type of absence. In emergency situations back up can still be obtained from the maintenance department.

B.10 Mechanic C in their department has priority for an Apprenticeship position in their same department. (For example: A Mechanic C in the body shop department will receive the first opportunity into the body shop Apprenticeship program if all Apprenticeship guidelines are met). Once a career path is chosen into a specific department above, the employee will be locked into that department, unless management and the IBEW mutually agree to allow employee to change departments.

#### Section C - Seniority:

C.1 The Corporation agrees that seniority shall govern in matters of lay-off and recall provided that employees, in a higher classification subject to lay-off and being qualified, shall have the privilege of displacing employees in lower rated classifications with less seniority and shall receive the rate of pay for that lower classification. Persons who are laid off due to lack of work shall be recalled inversely in the order of lay-off, provided, however, that if any such employee fails to reply within seven (7) days from the date the Corporation mails him notice to reply by registered mail, addressed to the last address known to the Corporation, he shall lose his right to be recalled hereunder. Copy of said notice is to be mailed to the Union.

C.2 Promotions in all classifications shall be based on qualifications and SDTC work history. If two or more employees meet the above standards, seniority shall prevail. Any employee on probation due to disciplinary action shall not be allowed to bid a promotion until successfully completing his probationary period.

If no employee bidding has sufficient qualifications and ability, the Corporation may hire from outside. The Corporation shall determine qualifications and ability, subject to the grievance procedure.

C.3 Promotions to mechanic positions shall be granted based on the terms of the SDTC Joint Apprenticeship Program and Mechanic C Training Program. IBEW agrees to Maintenance Training Proposal Outline dated January 14, 2014.

### **Key Aspects of Mechanic C Training Program**

1. Eligibility -- Servicers and external candidates with external mechanical experience.
  1. Must pass Accuplacer tests with minimum scores of Math 30, Reading 40 and Writing 40 in order to enter any Apprenticeship or Mechanic C Training Programs.
  2. Selection based on seniority and performance. Interview will be conducted for orientation and informational purposes only.
  3. Passing score must be submitted to Maintenance Training Supervisor before posted bid is scheduled to come down.
  4. An employee that is dropped or fails out from Mechanic C training or Apprenticeship training must wait at least one year to re-enter either program, and will be given a maximum of 2 opportunities during their employment to enter mechanic training.
2. Complete 6 to 12 month Mechanic C training program. The duration and components of training to be determined by management.
  1. Uses mentors, on-job-training assignments
  2. Must complete a 6 month probationary period, with periodic testing modules and periodic tool inventory requirement to ensure Trainees are progressing satisfactorily.
  3. Must pass Mechanic C test upon completion of training to advance to higher rate of pay

C.4 Union reserves the right to grieve qualifications set forth by the Company in any classification the Union deems necessary.

C.5 The opportunity to relieve in a higher classification shall be considered as a promotion and be subject to seniority rules.

C.6 Names of all employees covered by this Agreement entering, leaving service or changing classification shall be forwarded to the Union in writing not less frequently than once a month.



C..7 Should any change in the transportation policy of the Corporation jeopardize the jobs of employees, these persons shall be given preference toward employment in other departments covered by this Agreement.

C.8 No seniority shall be considered until an employee has been with the Corporation one hundred eighty (180) days or as adjusted under Article II, Section A.1, but after this period his seniority shall be computed from his hiring date.

C.9 When a permanent vacancy occurs in a more desirable shift, senior employees working under the same classification shall have the right to fill such vacancies.

C.10 In the event of a lay-off for lack of work, employees with the least Corporation seniority shall be laid off, provided that employees in higher rated classifications subject to lay-off, and being qualified, shall have the privilege of displacing employees in a lower rated classification with less seniority, and shall receive the rate of pay for that lower classification.

C.11 Employee's seniority and employment shall be terminated by:

- a) Quitting
- b) Discharge
- c) Six (6) consecutive months of inability to work due to the employee's disability or non-work-related injury/illness. If, at the end of six (6) months, the employee is unable to return to work his seniority and employment may be extended an additional six (6) months by mutual consent of the Company and the Union.

C.12 Application of seniority

- a. Classification seniority shall prevail regarding promotions, as stated in Article II, Section C.2.
- b. Companywide seniority shall prevail commensurate with Article II, Section C - Seniority.
- c. In establishing an employee's classification seniority date, an employee reduced in rate through no fault of theirs should, when promoted to their previous accepted classification, accrue seniority from the date of the original advancement. No consideration will be given when the reduction in rate was for voluntary or disciplinary reasons.
- d. The Corporation will maintain and forward to the Union an updated seniority list on a quarterly basis.
- e. In determining the date of seniority of two or more employees, who were hired on the same day, the date of application will be the first tie-breaking factor. If that day should be the same, alphabetical order will be the second and final tie-breaking factor.

- f. Revenue Processors will accrue seniority in the Servicer A classification such that when competing for qualified openings the aggregate time served, as a Revenue Processor and/or Servicer, will prevail.

#### Section D - Promotions, Transfers and Temporary Vacancies Within A Section:

D.1 Permanent Vacancy: When new positions are created or vacancies other than temporary vacancies occur which will last for more than thirty (30) working days, except for mutually-agreed to special projects, such positions will be posted for bid for fifteen (15) calendar days. The posting will reflect job, title, shift and division. Determination of promotion will be based on the provisions as outlined in Article II, Section C.2 and C.3. If two (2) or more bidders are qualified, seniority shall prevail. The Company will furnish the Union with a list of all bidders on all jobs. The Company will post on the Company bulletin boards the name of the successful bidder. If no qualified employees bid from a section or Companywide, the Company may fill the position with a qualified employee from the outside.

D.2 Temporary Vacancy: When a temporary vacancy occurs in a section due to unscheduled absence or vacation, termination, sickness, leave of absence or waiting for the results of a permanent bid, the Company may at its own discretion temporarily fill the position with senior qualified person in that section. Should the job become permanent, the provision of the Permanent Vacancy Clause shall prevail. If an employee is to work in a higher classification because of a temporary vacancy, he shall be paid at the rate of pay for the higher classification.

D.3 Lateral Transfers: When a permanent vacancy occurs within a specific classification in a section, the qualified employee will be verbally polled on seniority basis within that classification. Following verbal polling, the opening left in the classification will be posted for bid according to the provisions of permanent vacancy bidding.

D.4 A employee shall not be required to exercise their seniority, but shall not sacrifice any future rights to bid on vacancies through failure to do so.

#### Section E - Leave of Absence:

E.1 Employees covered by this Agreement may be granted a leave of absence limited to thirty (30) days in any year without loss of seniority, when such leave can be arranged without adversely affecting the Corporation's efficiency or operating costs, and can request a longer leave of absence by submitting the request in writing to the General Manager or designated representative.

E.2 Any employee, who accepts gainful employment while on leave of absence, terminates his employment with the Corporation. All requests for leave of absence shall be made in writing. The conditions under which an employee will be restored to employment on the termination of leave of absence shall be clearly stated by the Corporation in conjunction with the granting of leave of absence. If an employee fails to return immediately upon the expiration of a leave of absence without good cause and notification to the Corporation, he will thereby forfeit the leave of absence and terminate his employment with the Corporation.

E.3 Any employees selected for office in the Local Union, which requires part or all of his time shall not lose his seniority with the Corporation. It is understood that not more than two (2) employees at any time will be granted leave of absence to accept such positions with the Union. Such leave shall be granted for one year at a time, such limitation being dependent on technological changes affecting the employee's job.

E.4 Employees on any type of state or federal protected leave (such as FMLA) must use sick leave during otherwise unpaid absences for their own illness or medical condition. And, when sick leave is exhausted or not available, or the employee is on an otherwise unpaid protected leave for reasons other than their own illness or medical condition, the employee must use accrued vacation to the maximum extent permitted by law. Employees who are absent, but are not on a state or federal protected leave, must use their accrued sick leave until exhausted or not available, at which point they must use accrued vacation until exhausted. Employees with accrued sick time, accrued vacation or compensatory time off may not opt to take unpaid time off.

Employees on FMLA (or equivalent) who are receiving State Disability Insurance payments may integrate sick leave and vacation. They will not be required to exhaust sick leave and vacation as outlined above.

E.5 The Company and the Union will develop a Catastrophic Leave Policy allowing members to donate vacation, sick leave and other accruals to members in need.

E.6 Employees on certified legally protected leaves of absence (e.g., FMLA/ CFRA) must continue to make required employee contributions for health and welfare. Should the employee fail to make a contribution, their coverage will be canceled on the first of the month when the payment is at least one month delinquent. The Trust Fund TPA will make reasonable attempts to collect the payment before canceling the Employee's healthcare. Employees whose coverage is canceled due to not paying employee contributions may not be reinstated until their past due balance is paid in full. The company is not required to make contributions on behalf of employees whose coverage is canceled due to nonpayment and/or after protected leave has exhausted.

E.7 Employees on unpaid leaves of absence (except those that are legally mandated, such as FMLA, CFRA, PDL) will cease to accrue all benefits, including but not limited to, pension service credit, employer health and welfare contributions, holiday pay, etc.

#### Section F - Bulletin Boards:

F.1 The Corporation will maintain bulletin boards and these boards may be used by the Union for posting officially signed Union bulletins of a non-political nature. Union politics excepted, copies of such bulletins will be furnished to the Corporation at time of posting.

#### Section G - Relief Within a Section:

G.1 When the conditions of the work require, employees may be transferred to special shifts at straight time rates for eight (8) hour periods other than specified, when such shift will continue for five (5) or more consecutive workdays.

G.2 In providing for emergency relief for shift workers (as, for example, in case of illness), other workers from either rotating or regular shifts (and not necessarily working the same schedule of hours as the worker relieved) may be transferred to the relief duty and shall receive at least twelve (12) hours' notice of the impending transfer to the relief duty, and are not required to work in excess of their normal weekly average hours. They shall receive no less than five (5) days' pay in a seven (7) day period.

G.3 On a shift scheduled change, the employee shall be given sixteen (16) hours' notice of such change. In the absence of such notice, the employee shall receive a minimum of four (4) hours' pay. If shift scheduled change is for less than five (5) days, he shall receive the overtime rate of time and one-half.

G.4 Any employee relieving in a higher classification shall receive the pay for such classification during the period of such relief.

G.5 When an employee is transferred to any position in which he has had no previous experience, he shall be given a reasonable break-in period with an experienced worker in that position, without an increase in pay for such break-in period.

G.6 The overtime rates specified above in Section G shall not apply to regularly scheduled relief workers.

G.7 If a Storeroom Clerk is absent more than four (4) days, a Servicer from the Lanes will provide relief, if necessary.

#### Section H - Overtime:

H.1 Only work performed beyond forty (40) hours per week shall be compensated at the overtime rate of time and one-half, except that double time shall be paid for all work performed in excess of twelve (12) consecutive hours of work. Overtime is based on "time worked" and does not include sick time, vacation time, holidays, jury duty, or other time not actually worked. The only exceptions are for legitimate absences due to death in the family or if the employee is required to extend their shift beyond their normal end time or start their shift before their normal start time, resulting in working more than 8 hours in that day.

H.2 In event an employee is called to return to work on their day off, the employee shall be paid at the rate of time and one-half for the first four (4) hours and double time thereafter, and in no case shall he receive less than two hours and forty minutes (2:40) at the rate of time and one-half.

Employees called for duty four (4) hours or more before the beginning of regular working hours or regular shift hour shall be paid at the overtime rate (excepting intermission for meals).

The employee will be paid thirty (30) minutes for travel time at time and one-half, and if they do not work into a regular shift, they will receive an extra fifteen (15) minutes at time and one-half after his quitting time. If they work into their regular shift, they will only receive the thirty (30) minutes of travel time at time and one-half.

H.3 Employees called for duty less than four (4) hours before the beginning of regular working hours or shift hour shall be paid one and one-half time rate (except intermission for meals) from the time they report for work until the beginning of their regular working hour or shift hours. Regular working hours or shift hours following shall be at straight time rate.

H.4 No employees covered by this Agreement shall be required to take time off in exchange for overtime worked.

H. 5 Overtime shall be divided as equally as is practicable among those qualified and available in each classification. It shall be offered first to employees who normally work that schedule (e.g., days, swing, etc.).

H.6 The Corporation shall keep a current overtime list for all maintenance employees. This list shall be forwarded to the Union in writing at least once a month.

H.7 Employees will be paid biweekly effective January 1, 2005. Errors caused by the Company will be corrected within two working days.

#### Section I - Holidays:

I.1 Each employee covered by this Agreement who does not work on the following holidays shall receive eight (8) hours straight time pay:

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Martin Luther King Birthday OR Cesar Chavez Day\*\*

Four (4) Floating Holidays++

\*\* Effective January 1, 2005, employees will be given the option of honoring M.L. King or C. Chavez. They must make their decision by January 7<sup>th</sup> of each year and inform their supervisor of the preferred day off.

++ As to day workers, the four (4) floating holidays are to be taken by not more than 75% per classification requesting (by seniority) the same day off, to be bid in December of each year. The employee will notify his immediate supervisor at least five (5) days in advance of his or her floating holidays.

++ Management has the option of allowing an employee to split floating holidays into half days based on operational needs.

Employees hired after January 1, 1990 will not be entitled to have four (4) floating holidays until completion of their probationary period. At that time, the Company will have the option of four (4) days pay or the days off. January is the benchmark for earning floaters.

As for day workers, when one of these holidays falls on Sunday, the Monday following shall be the holiday; when one of these holidays falls on Saturday, the Friday before shall be the holiday.

Shift workers will be allowed holidays by a rotating seniority process, selected five (5) days in advance of the holiday, provided it does not adversely affect the operating of the Maintenance Department.

I.2 If an employee is required to work on a holiday, he shall be paid for the first eight (8) hours at the straight time rate and double time and a half thereafter, in addition to his holiday pay.

I.3 When a recognized holiday falls on an employee's day off, he shall have the option of taking the holiday on the day before or the day following his day off providing that the corporation does not end up in an overtime situation.

I.4 In order to qualify for the holiday pay provided by this Section, the employee must complete his assignments on his last workday preceding, or his first scheduled workday following, a holiday as well as on the holiday itself if required to work on the holiday. This includes employees who are off due to a work related injury.

#### Section J - Vacations:

J.1 a. Employees shall be entitled to annual vacations as follows:

After 1 year's service -

One (1) week (40 hours)

After 2 years' service -

Two (2) weeks (80 hours)

After 5 years' service -

Three (3) weeks (120 hours)

After 10 years' service -

Four (4) weeks (160 hours)

However, employees who were earning five (5) or six (6) weeks of vacation as of April 28, 2011 will have their accrual rate frozen. In other words, employees earning five (5) weeks of vacation will not increase to six (6) weeks.

J.2 All vacation pay will be at the employee's straight time rate, computed on the basis of forty (40) hours per week.

J.3 Annual vacation periods shall commence the first week in each May, with the final vacation period ending on the last week in each April.

J.4 An employee who, by reason of illness, injury, leave of absence, suspension and other unexcused absence, is absent from his/her duties for sixty (60) days or less during the year's service will be entitled to a full vacation. Any employee absent from 61 to 120 days will receive one half of their regular vacation. Any employee absent over 120 days will not receive any vacation. Employees absent because of injury sustained while on duty will not be subject to this provision.

J.5 The annual bidding of vacations for the year shall be posted between February 1<sup>st</sup> and the first Monday in March and shall be bid by groups of cost centers in the section listed in the Maintenance Department and according to the Company Maintenance seniority. Bid boards will be provided per shift by department in each section and will be posted in the employees' respective work areas.

The Company agrees to a 10% increase in full vacation boards above the minimum requirement. Plus, review by Union for errors.

Bidding will begin the first Monday in March, and the number of employees will be divided by the number of working days ending April 15<sup>th</sup>, and bidding dates will be posted February 1<sup>st</sup>. Senior employees will bid in the a.m. Employees failing to bid on the assigned day will be passed over. They will bid the next day, with the exception of unscheduled absence.

Vacation periods that are canceled after the original bid for any reason shall be posted for one (1) week and bid by seniority or until filled by senior employee.

Employees in their milestone year will be credited with their extra week of vacation, which may be taken any time during their milestone year following normal vacation bidding. However, should the employee terminate for any reason prior to reaching the milestone, the Corporation has the right to recoup from his final pay check money paid for any milestone time taken prior to a milestone anniversary date.

An employee with less than 3 absences in the previous year, who has five (5) or more years of service, may sell back one (1) week of vacation at the time vacations are bid each year.

The money will not be used for pension calculation purposes. Employees who cash out (sell back) one (1) week of vacation may select which week of the year to receive their cash out.

J.6 The Corporation reserves the right to determine the number of vacation assignments available for each weekly period and will provide as many vacation periods as possible during non-school weeks. Employees will bid vacations by groups of Cost Center within the Maintenance department and according to Company Maintenance seniority.

Apprentices will have a separate vacation board.

Journeyman will be on the same vacation board as Mechanic A's.

Bid boards will be posted in the employees' respective work areas.

Mechanical - Days

Mechanical - Nights

Air Conditioning Electrical, Electronic

Paint and Body

Stores

Service and Cleaning - Days

Service and Cleaning - Nights

Building Maintenance

Revenue

Training

J.7 Employees may receive their vacation pay prior to commencing their vacation, provided their request for such pay is made no later than 8:00 a.m. Monday, one week preceding the start of their vacation.

J.8 If a recognized holiday falls during an employee's vacation, he shall have the option of taking the holiday on the day before or the day after his vacation or the option of receiving pay in lieu of the day off. The option must be made five (5) days prior to vacation time.

J.9 If an employee, while on vacation, becomes ill or injured and such illness or injury lasts for a period of five (5) days or more, said employee shall upon request be transferred from vacation to sick leave for the period of disability up to the amount of sick leave he has available.

J.10 Employees reaching their retirement date shall receive prorated vacation pay.

J.11 In all prorated cases, the vacation pay shall be one-twelfth (1/12) of normal vacation pay for each month or major fraction thereof worked during the vacation year.



J.12 An employee laid off due to reduction of force shall receive prorated vacation pay.

J.13 An employee given military leave shall receive prorated vacation pay.

J.14 Upon the death of an employee, the designated beneficiary and/or estate of said employee shall receive said employee's total earned vacation pay due.

J.15 Any employee after one (1) year of service, will be entitled to one-twelfth (1/12) of his normal vacation for each month (or major fraction thereof) of service between the date of his employment and the beginning of the fiscal vacation year. Any employee who has less than a normal week's vacation earned as of the starting date of the vacation year will be paid in cash for his prorated adjustment after the completion of one (1) year of service.

J.16 If an employee requests time off, in addition to his or her vacation, such request shall be granted at the employee's expense, provided that in the sole discretion of the Corporation it does not inconvenience the operation or increases the operating expense of the Corporation. Such extended vacation shall not exceed the employee's current vacation allowance.

J. 17 In case of emergency and/or for good and sufficient reason an employee in good standing with five (5) or more years service can request time off up to one (1) week per year to be charged to vacation time. Time off may be granted in ½ day increments.

J.18 SDTC and IBEW agree to study the concept of allowing employees with 10 years of service to purchase one (1) additional week of vacation through payroll deductions.

#### Section K - Sick Leave:

K.1 a. Employees shall be entitled to the following sick leave with pay:

When hired, each full time employee will receive a bank of forty (40) hours of paid sick leave to use on or after their ninetieth (90<sup>th</sup>) day of employment. Thereafter, the employee will accrue sick leave in accordance with the schedule below.

After 2 years of service = 4 days per year

After 3 years of service = 6 days per year

After 4 years of service = 7 days per year

After 5 years of service = 8 days per year

K.2 Employees may accumulate up to a maximum of one hundred fifty (150) sick leave days. Any days accumulated in excess of 150, employee may redeem any hours not used at 50%, paid on a yearly basis, within three weeks of the accrual.

Used days of sick leave will be deducted from the total accumulation when transferred on the anniversary date. The Corporation shall keep accurate sick leave records, and at the request of the employee, he shall have the right to inspect his sick leave record.

K.3 Eight (8) hours at the straight time rate shall be considered a day in figuring sick benefits.

K.4 Years of service shall be calculated from and after an employee's date of employment in consecutive periods thereafter of twelve (12) consecutive months. If within any of said consecutive twelve (12) month periods said employee fails to work in the aggregate of two hundred and ten (210) days within said twelve months period, it shall not be deemed a year of service for the purpose of this section. For the purpose of computing service under this clause, working time lost not in excess of sixty (60) days due to sickness, injury, military leave or official Union business shall be considered days of work.

K.5 Sick benefits shall only be paid for those scheduled days which an employee would have worked had the disability or illness not occurred, . In addition, up to one-half of the amount of sick time an employee earns in a year may be used by the employee when he or she needs to care for an ill family member or accompany the family member to a doctor's appointment. For this purpose, "family member" means the employee's spouse, parent, child, domestic partner, as defined by law, or child of a domestic partner ("Child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a stepparent, or legal guardian.). Use of sick leave for family care is subject to the same terms and conditions as are applicable to use of this benefit for the employee's own illness.

K.6 The Corporation has reserved the right at all times to determine whether or not the time lost by an employee is the result of a bona fide sickness or injury.

K.7 The Corporation may require proof of illness in the form of a note from the attending physician, providing the employee has been absent for a period of five (5) working days.

K.8 Sick benefits will be paid for a fraction of a day for qualifying absences on or after their ninetieth (90) day of employment. Employees returning from sick, accident, or other unscheduled absence must give at least sixteen (16) hours' notice. This is to eliminate the possibility of two employees reporting for work on the same job.

K.9 If an employee is injured while on duty, resulting in loss of time, he shall suffer no loss of pay on the day the injury occurs.

Nothing in this section shall prohibit an employee, if eligible, from using his/her accrued sick leave to make up the difference between Worker's Compensation temporary disability benefits and eight (8) hours of pay for each scheduled workday lost.

K.10 Sick leave may be drawn for the purpose of doctor appointments when appointments must be made during the employee's normal working hours.

Corporation sick benefits may be integrated with State disability payments, to bring the employee's weekly benefits up to eight (8) hours' daily pay.

K.11 Upon proof of death, a regular employee may, with the approval of his department head, be granted up to four 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.

While the death of a grandparent does not qualify for bereavement leave, employees may use up to four days of sick leave or vacation to attend the funeral.

K.12 Retiring employees shall be paid in cash for unused sick leave at the time of retirement. The maximum number of days shall not exceed a total of one hundred and thirty-five (135).

K.13 Employees who are required by law to serve on a jury, will suffer no loss in regular pay because of absence from work, provided they remit to the Corporation the compensation received for such jury duty. Corporation pay is at the rate received on the workday immediately prior to such jury duty. It is further provided that the employee must inform the Corporation immediately of the date he has been ordered to report for the eligibility interview and/or jury duty.

K.14 Use of Sick Leave by Employees. Employees are both allowed and required to use sick leave, accrued comp time, floating holidays, and vacation earned under this Agreement when they are absent from work as described in Section E.4. This Agreement is intended to satisfy any local or state law that requires an employer to provide paid sick leave.

K.15 Disputes Over Sick Leave. Any dispute over the application of the sick leave provisions of this Agreement shall be subject to the final and binding Grievance and Arbitration Procedure of this Agreement.

K.16 In order to transition from the system in place prior to July 11, 2016, employees with less than two years' service will receive the lesser of 40 hours or the difference between 40 hours and the amount of sick leave they have already accrued. For example, an employee who has been employed the Agency for one and a half years will have already accrued 32 hours of sick leave. That employee will receive 8 hours of sick leave upon implementation of this agreement ( $40 - 32 = 8$ ).

#### Section L - Lunch Periods:

L.1 Eight (8) hours of work and thirty minute unpaid lunch break shall constitute the regular work day. Employees may be called, if necessary, so that there shall be no interruption of work. If an employee's lunch is interrupted by an emergency call, he shall be allowed to complete his lunch when the emergency is over.

L.2 The regular lunch period of any worker or crew may be either advanced or delayed one (1) hour where required by necessity, under which circumstances no extra pay will be given. Should the lunch period be advanced or delayed more than one (1) hour, an extra half-hour's pay shall be allowed at the regular rate.

#### Section M - Shop Stewards:

M.1 The Union shall be represented by one shop steward for each department and one steward on each shift for the departments that work shifts. Stewards shall be selected in such

manner as the Union may determine. The Union shall notify the Corporation of the names of stewards thus selected who are authorized to represent the employees and shall notify the employer of any changes in the personnel of the stewards. The employer shall notify the Union of its representatives authorized to handle and settle adjustments for it. All notification shall be in writing.

M.2 Stewards shall be entitled to enter into or remain on the premises after or before their regular shifts with the permission of the supervisors or such other person as the employer may designate. Such permission shall be granted when necessary to perform their duties as defined herein.

M.3 A steward may, upon application to his supervisor or foreman, be permitted to leave his work during working hours for reasonable periods, to perform the following duties:

- a. To present to a supervisor or foreman a request for adjustment or dispute which he has been requested by an employee or group of employees to present to such supervisor or foreman for adjustment.
- b. To investigate any such request for adjustment or dispute so that such adjustment or dispute can be properly presented to the supervisor or foreman.
- c. To attend any meetings with representatives of Management when such meetings are necessary to present any such adjustment or dispute.

M.4 When the presence of a steward is desired by an employee for the presentation of an adjustment, the employee may request his supervisor or foreman to send for his steward and the supervisor or foreman shall send for the steward as soon as possible.

M.5 When a steward, in the fulfillment of his duties set forth herein, enters an area supervised by a supervisor other than his own, the steward shall notify the supervisor or foreman of that department of his presence and the nature of his business therein.

M.6 Each steward shall report to his supervisor or foreman the time of leaving his work to perform the duties set forth herein, and the time of his return to work upon completion of those duties.

M.7 The employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in the performance of their duties or in investigating and presenting adjustments or disputes as provided in this article. The Union understands and agrees that each steward is employed to perform full-time work for the employer and that he will not leave his work during hours except to perform his duties under the Agreement. It is further understood and agreed by the parties hereto that each will cooperate with the other in reducing to a minimum the actual time spent by the stewards in the performance of their duties.

M.8 The Union's Business Agent or other Union representative shall be permitted by the Corporation to transact any Union business on the premises of the Corporation, but at no time or in any way to interrupt or delay the employees at work.

M.9 It is the purpose of the Grievance committee to discuss matters pertaining to the administration of our labor contract, and any other matters in the interests of the Corporation and the Union.

M.10 The Union shall reimburse SDTC for the wages of their Trustees who attend International Foundation or similar conferences, within 30 days of receipt of invoice.

Section N - Health and Welfare:

N.1 Employer contribution to the Health and Welfare Funds shall be based on 2080 hours per year for active employees, including those on Worker's Compensation or other job-protected leaves who have not opted out of trust-fund health and dental benefits. The employer will pay \$250 per month into the health and welfare fund on behalf of each employee who is eligible for benefits but has opted out.

Effective 4/1/19

\$6.07/hr.

Employee's contribution to the Health and Welfare Fund shall be as follows:

Effective April 1, 2019,

\$60.00 per pay period for employee only coverage

\$95.00 per pay period for employee + 1 coverage

\$120.00 per pay period for employee + family coverage

Employees who opt out of all benefits provided by the Health and Welfare Trust will be eligible to receive benefits valued at \$250/month from the trust fund for payment of out-of-pocket expenses for their alternate health plan, or optional voluntary coverages (e.g., old age benefits, health savings account, accident coverage, long-term care benefits) available from the trust at the employee's expense. Employees who opt out will be exempt from employee contributions to the Trust. The Employer will not make Health and Welfare contributions to the Trust on behalf of any employee who has opted out. The parties agree that it may be necessary to cap the number of employees who may opt out. If more than 9% of the IBEW represented employees wish to opt out (compared to the previous year's enrollment), the Parties will meet to determine if the cap should be increased. Any cap above 9% must be mutually agreed to by both parties. If a cap is imposed, available opt out slots will be filled in seniority order until the cap is reached.

Employees who wish to opt out are subject to the following conditions:

1. Must show proof of other group health coverage to the Trust's third party administrator (Obtaining health care through a State or Federal "Exchange" does not qualify to meet the opt out eligibility).
2. Once employee has opted out, they may not reinstate their participation in the Trust until the next open enrollment period.
3. Employees may only opt out when hired or during the annual open enrollment period.
4. Employees may reinstate or drop their coverage during the plan year only if they have a documented qualifying event (e.g., losing/gaining coverage).
5. Employee must certify that moneys paid directly to the employee (not used for optional trust fund benefits) will be used for medical expenses (e.g., deductible, copayment).

Employees who are covered by government sponsored medical plans such as Tricare and Medicare are prevented by law from receiving financial incentives/benefits resulting from opting out of an employer's healthcare, such as the SDTC Health and Welfare Trust. Nevertheless, employees covered by Tricare and Medicare may still opt out of the Health and Welfare Trust, but they will be ineligible to receive the \$250 stipend described above.

The Parties agree that the employer contribution described above will be the only employer cost associated with providing IBEW members healthcare. Should the State or Federal Government impose a tax, fee or penalty on the Employer or the Trust for employees who opt-out of health coverage, or if limiting the number of employees who may opt out is inappropriate, the parties agree that the Employer may reopen or unilaterally cancel the opt out provision upon 30 days written notice.

To comply with the Affordance Care Act, the Company has the discretion to add a Bronze-level health plan to the plans offered through the Health and Welfare trust fund and setup an alternate employee contribution structure for the plan. Employee rates for the Bronze-level plan will be set at management's discretion, however, management must set rates lower than those for the legacy plan. Employees will have the option to enroll in either of the plans offered by the trust fund and pay the associated employee contributions.

The parties agree to add "durable medical equipment coverage" in Kaiser contract.

N.2 Effective January 1, 2014 insurance shall become effective the first of the month following sixty (60) days of employment.

N.3 When an employee retires, he shall have the option of converting his insurance to personal coverage at his own expense with the insurance carrier.

N.4 Management will support changing the renewal date for health insurance to April 1. SDTC and IBEW agree to immediately request that Kaiser Permanente generate cost proposals for adding durable medical equipment coverage to the health plan to facilitate the diagnosis and treatment of sleep apnea and other sleep disorders.

Section O - Death Benefits:

O.1 The Corporation will pay death benefits to the beneficiaries of employees who have been continuously in its employ for one (1) year or more, and are so employed at the time of death.

O.2 Death benefits will also be paid to the beneficiaries of former employees who are receiving retirement pensions at the time of death.

O.3 Beneficiary for benefits under this section shall be as follows:

- A. Employee's spouse
- B. Employee's dependent children

If there are no spouse or dependent children, the death benefit shall be paid to the designated beneficiary of said employee. If the employee has no spouse, dependent children or designated beneficiary, no payment shall be made unless provided for by state or federal law. In the event there are no beneficiaries, the Corporation will expend an amount not to exceed \$500.00 on account of funeral expenses for the deceased. In case of an employee's death before retirement, his/her spouse or dependent children will receive payment for all unused sick leave as allotted in Article II, Section K.1.

O.4 In the case of employees, the death benefit shall be according to the schedule of continuous service:

|                                       |            |
|---------------------------------------|------------|
| One year but less than two years      | \$2,800.00 |
| Two years but less than three years   | \$3,200.00 |
| Three years but less than four years  | \$3,600.00 |
| Four years but less than five years   | \$4,000.00 |
| Five years but less than six years    | \$4,400.00 |
| Six years but less than seven years   | \$4,800.00 |
| Seven years but less than eight years | \$5,200.00 |
| Eight years but less than nine years  | \$5,600.00 |
| Nine years and over                   | \$6,000.00 |

(Effective July 1, 2014, "nine years and over" shall increase to \$50,000)

O.5 In the case of pensioners, the death benefit shall be \$1,000.00, except that in cases where there are no dependents it shall be \$500.00 for funeral expenses.

O.6 Death benefits may be paid in a lump sum or in installments over such period of time as in the judgment of the Board of Directors or committee will provide the greatest help to the beneficiary.

O.7 If the Corporation shall be required, under the provision of the California Worker's Compensation Insurance and Safety Act, or under any similar act or statute, to pay any death benefit on account of the death of any employee, then no death benefit shall be payable hereunder unless the amount provided hereunder shall exceed the amount determined to be payable under such act or statute, in which event the Corporation will pay the difference as soon as the amount payable under such act or statute has been fixed by the proper authority.

#### Section P - Bus Passes:

P.1 All Agency 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.

Transit Pass/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 Agency. Cards are not transferable and are void if altered or if presented by anyone other than the person named. Employees will surrender the card to the Agency upon termination of employment or at the request of management.

Use on MTS Services: The employee identification card allows the employee to ride free on MTS routes. The employee assumes all of the risks of accidents and expressly agrees that the Agency shall not be liable under any circumstances, whether of negligence of its 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 Agency of loss or theft of the card.

Dependents: An employee's dependents are also eligible for an ID card/transit pass. 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.

Retiree: Retired employees of the Agency will be entitled to a lifetime identification card/transit pass for the employee and their spouse/registered domestic partner except in cases where an employee was terminated for cause prior to retiring or an employee retires in lieu of termination for cause. Any other dependent cards issued to them must be returned to the Agency.



#### Section Q - Uniforms:

Q.1 Corporation to pay entire cost for uniforms and their laundering. Employees are responsible for uniforms issued to them. A receipt will be issued to employees for all uniforms checked out, and the employee will be responsible for returning the amount listed on the receipt.

Uniforms will be given to Servicers after they pass probation. They may wear “loaner” uniforms during this period. Loaner uniforms will come in the full range of sizes.

Q.2 The Corporation will provide latex powdered and latex free gloves to employees.

Q.3 New hires will receive a jacket after six (6) months of service. Jackets will be replaced if damaged beyond repair.

#### Section R - Breaks:

R.1 The Corporation shall provide two (2) ten (10) minute breaks on each shift.

#### Section S - DMV Certification:

S.1 See Letter of Agreement on Medical Evaluations at end of CBA.

S.2 Servicers will receive training for a commercial driver’s license after they complete probation, but before the conclusion of their second year of employment. If they cannot pass the test after two attempts, they will be terminated. If a Servicer has not been offered training for a CDL, they will not be precluded from promotion opportunities.

### ARTICLE III

#### WORKDAY FOR DAY WORKERS

##### Section A:

A.1 The workday for these men shall be eight (8) consecutive hours per day, exclusive of meal period, between the hours of 6:00 a.m. and 5:00 p.m. Day workers receive a 1/2 hour unpaid lunch.

##### Section B:

B.1 The workweek for these men shall be five (5) consecutive days, Monday through Friday.

## ARTICLE IV

### WORKDAY FOR SHIFT WORKERS

#### Section A:

A.1 The workday for these men shall be eight and one half (8.5) consecutive hours per day, including thirty minute unpaid meal period

#### Section B:

B.1 The workweek for these men shall be five (5) consecutive days, Sunday through Saturday.

## ARTICLE V

### GRIEVANCE AND ARBITRATION PROCEDURE

#### Section A - General:

A.1 The parties hereto agree that all matters relating to hours, wages, seniority, promotions, discriminations, layoffs not in accordance with seniority, and compulsory transfer from one department to another will be administered through Article V. All disputes and grievances of any kind between the parties shall only be settled through the following methods:

a. The Union and an employee shall have the right to present complaints or grievances to the Corporation regarding the alleged violation or interpretation of any of the written terms or provisions of this Agreement.

b. To facilitate the prompt handling of complaints or grievances, each party hereto agrees to furnish the other party with all written information in its possession regarding any such dispute which is material to a full understanding of the subject matter. All disputes shall be settled in accordance with the following grievance and arbitration process.

c. No employee shall be discharged or disciplined without just cause. Any employee who has been discharged, if he so requests, shall be granted an interview with his steward or other Union representative before he is required to leave. If a written grievance concerning discharge has not been filed with the Corporation within ten (10) working days, not including the day of discharge, it shall be forever barred from this Article or any part of this Agreement.

d. All grievances will be filed on a form supplied by the Union.

e. The Corporation will pay one aggrieved employee for time spent during the regular working hours when presenting a grievance.

#### Section B - Grievance Procedure:

A grievance or dispute shall be adjusted according to the following procedure.

B. 1 An employee may not file a grievance without Union approval.

B. 2 Any grievance or dispute shall be presented to the department head or their representative in writing, for adjustment not more than fifteen (15) days from the date that any affected employee represented by the Union either knew or reasonably should have known, of the conduct, event or action which is alleged to have violated this Agreement. In the case of discipline, the fifteen (15) day period runs from the date the Union receives final notice of management's decision to issue discipline. The written grievance shall contain a statement of all facts relevant to the grievance, an identification of the contract section(s) allegedly violated, and the remedy sought. The department head shall render a decision in the matter within ten (10) days from the date the grievance or dispute was presented to the employer.

B. 3 If the decision of the department head or the employer's representative is not satisfactory, it may be appealed to the Chief Human Resources Officer or the employer's representative within seventy-two (72) hours. The Chief Human Resources Officer or his representative will render a decision within seven (7) days.

B. 4 A grievance or dispute pertaining only to the interpretation or application of the terms of this Agreement that is not satisfactorily settled shall be submitted to arbitration upon the Union's written request. This request shall be served upon the Corporation within fifteen (15) days from the date of the delivery of the decision on the grievance by the Chief Human Resources Officer or his representative.

B. 5 Prior to arbitration, upon the mutual agreement of both parties, the disputed grievance may proceed to mediation in an effort to resolve the grievance.

B. 6 The issues to be submitted to arbitration shall be limited to those set forth and defined in the original grievance, and the arbitrator's authority shall be limited to the determination of the issue or issues thus set forth.

B. 7 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. In computing the time as fixed in this section, Saturdays, Sundays and holidays shall be excluded.

B. 8 For all purposes under this section, grievances and/or responses may be faxed between the Union and the Corporation.

B. 9 Any grievance settlements must be signed by either the Director of Maintenance or the Chief Human Resources Officer to be effective.

#### Section C - Arbitration:

C. 1. Counsel and/or a representative for the Union and Counsel for the Corporation shall select the arbitrator. In the event respective parties cannot agree within five (5) days upon an arbitrator, they shall jointly request the State Mediation and Conciliation Service (SMCS) to submit to them the names of seven (7) qualified and available arbitrators. The parties shall alternatively strike arbitrators until a single arbitrator is selected to hear the grievance. No person submitted on the list by the SMCS shall have any official, financial or other connection with or interest in the Corporation or the Union.

C. 2. The parties further agree: (1) that each party shall be responsible for any expense in connection with the presentation of its case; (2) that all other expenses of arbitration shall be borne equally by the parties, and said expenses may include the making of a verbatim record of the proceedings and a transcript of that record; and (3) that the decision of arbitrator shall be final and binding on the parties.

C. 3. Either party may call any employee as a witness in any arbitration proceeding, and if the employee is on duty the Corporation agrees to release the employee from duty so the employee may appear as a witness. However, if called by the Union, it will be at no cost to the Corporation.

C. 4. In computing the time as fixed in this section, Saturdays, Sundays and holidays shall be excluded.

C. 5. Within thirty (30) calendar days after selection of the arbitrators, the parties shall meet and consider the dispute in arbitration. Within thirty (30) calendar days after the final arbitration hearing, the impartial arbitrator shall issue an award in writing and only on the issues submitted. The award of the impartial arbitrator shall be final and binding on all parties.

C.6. Time limitations specified herein shall be applicable unless extended by mutual agreement between the parties.

## ARTICLE VI

### SALARIES

#### Section A:

The straight-time hourly wage shall be increased as follows:

3.00%, effective April 11, 2021

3.00%, effective April 10, 2022

A.1 The basic straight-time hourly wage changes within the time frame of this Agreement shall be as follows:

|   | 6/21/2020 | 4/11/2021 | 4/10/2022 |
|---|-----------|-----------|-----------|
| Mechanic A Leadman                              | \$36.00   | \$37.08   | \$38.19   |
| Mechanic A                                      | \$35.65   | \$36.72   | \$37.82   |
| Communications Technician 1-3 Months            | \$33.88   | \$34.89   | \$35.94   |
| Communications Technician 4-6 Months            | \$34.48   | \$35.51   | \$36.58   |
| Communications Technician 7-9 Months            | \$35.07   | \$36.12   | \$37.21   |
| Communications Technician - Top Rate Thereafter | \$35.65   | \$36.72   | \$37.82   |
| Mechanic B Leadman                              | \$33.66   | \$34.67   | \$35.71   |
| Mechanic B                                      | \$33.30   | \$34.30   | \$35.33   |
| Mechanic C Leadman                              | \$32.24   | \$33.21   | \$34.20   |
| Mechanic C - 1-12 Months                        | \$23.91   | \$24.62   | \$25.36   |
| Mechanic C - Top Rate                           | \$31.88   | \$32.83   | \$33.82   |
| Storeroom Clerk 1-24 Months                     | \$17.99   | \$18.53   | \$19.08   |
| Storeroom Clerk 25-36 Months                    | \$19.99   | \$20.59   | \$21.20   |
| Storeroom Clerk 36-48 Months                    | \$22.02   | \$22.68   | \$23.36   |
| Storeroom Clerk - Top Rate                      | \$23.98   | \$24.70   | \$25.44   |
| Servicer A - 1-6 Months                         | \$16.25   | \$16.74   | \$17.24   |
| Servicer A - 7-12 Months                        | \$16.40   | \$16.90   | \$17.40   |
| Servicer A - 13-18 Months                       | \$16.64   | \$17.14   | \$17.66   |
| Servicer A - Top Rate                           | \$16.69   | \$17.19   | \$17.71   |
| Servicer A - Assigned Sign Truck                | \$23.14   | \$23.84   | \$24.55   |
| Servicer B                                      | \$15.90   | \$16.38   | \$16.87   |
| Revenue Technician                              | \$35.65   | \$36.72   | \$37.82   |
| Assistant Revenue Technician 1-12 Months        | \$23.91   | \$24.62   | \$25.36   |
| Assistant Revenue Technician Top Rate           | \$31.88   | \$32.83   | \$33.82   |
| Revenue Processor 1-6 Months                    | \$18.36   | \$18.92   | \$19.48   |
| Revenue Processor 7-12 Months                   | \$19.40   | \$19.98   | \$20.58   |
| Revenue Processor 13 Months Onward              | \$20.41   | \$21.03   | \$21.66   |
| Apprentice I - Step 1 (Former Servicer)         | \$23.88   | \$24.60   | \$25.34   |
| Apprentice I - Step 2                           | \$25.67   | \$26.44   | \$27.23   |
| Apprentice I - Step 3                           | \$28.52   | \$29.38   | \$30.26   |
| Apprentice I - Step 4                           | \$33.86   | \$34.88   | \$35.93   |
| Apprentice II - Step 1 (Former Mechanic C)      | \$32.57   | \$33.55   | \$34.55   |
| Apprentice II - Step 2                          | \$33.31   | \$34.31   | \$35.34   |
| Apprentice II - Step 3                          | \$33.31   | \$34.31   | \$35.34   |
| Apprentice II - Step 4                          | \$33.86   | \$34.88   | \$35.93   |
| Building Maintenance Apprentice 1-6 Months      | \$23.88   | \$24.60   | \$25.34   |
| Building Maintenance Apprentice 7-12 Months     | \$26.23   | \$27.02   | \$27.83   |
| Building Maintenance Apprentice 13-18 Months    | \$28.58   | \$29.44   | \$30.32   |
| Building Maintenance Apprentice 19-24 Months    | \$30.93   | \$31.86   | \$32.82   |
| Building Maintenance Apprentice 25-30 Months    | \$33.28   | \$34.28   | \$35.31   |
| Building Maintenance Apprentice 31-36 Months    | \$35.65   | \$36.72   | \$37.82   |

A.2 All leadmen will receive twenty-five cents (\$.25) an hour above the highest classification that he supervises

All leadmen vacancies shall be bid in the prescribed manner as outlined in Article II, Section C.

A.3 All employees shall receive the first year rate (75% of the Mechanic C rate) immediately upon entering the training program for Mechanic C (the STEP program). The Company shall be responsible for providing tools while employees are in the Mechanic C training program only. The progression shall not apply to those employees who are currently Mechanic C's or in training to be Mechanic C's (the STEP program) on the date of ratification (12/15/00).

A.4 Servicers will receive 10% above normal pay if formally assigned to train other Servicers (like a Mentor to an Apprentice). It will be offered by rate seniority first based on shift.

A.5 Step increases will be payable on the first day of the first pay period following the milestone date. For example, if an employee hits a milestone to move to the next step in the pay progression in the middle of a pay period, the new pay rate will be effective on the first day of the following pay period.

A.6. Shift Differential. Shift Workers will receive a \$.25/hour shift differential for hours worked on eligible shifts.

#### APPRENTICESHIP/MECHANIC C TRAINING PROGRAM

1. IBEW agrees to the Apprenticeship Program dated December 16, 2003, and revised February 23, 2011. Current Mechanic A's and Mechanic C's shall not be required to enter the Apprenticeship Program.
2. On the job mentors under Apprenticeship program will receive an additional 10% mentor pay for all time spent mentoring an apprentice.
3. Effective January 1, 2012, employees entering the Apprenticeship Program will be required to agree to the terms of the Apprenticeship Debt Agreement dated April 15, 2011.
4. Effective February 20, 2014, IBEW agrees to the terms of the January 14, 2014 Maintenance Training Proposal Outline.
  - a. In addition to the other requirements outlined in Apprenticeship Program, minimum Accuplacer testing scores of M30 (Math), R40 (Reading), W40 (Writing) must be earned in order to enter any Apprenticeship or Mechanic C Training Programs.
  - b. Passing score must be submitted to Maintenance Training Supervisor before posted bid is scheduled to come down.
  - c. An employee that is dropped or fails out from Mechanic C training or Apprenticeship Training must wait at least one year to re-enter either program, and will be given a maximum of 2 opportunities during their employment to enter mechanic training.
5. The parties agree to resolve any issues that arise from Mechanic C's bidding into apprenticeship programs in Joint Apprenticeship Committee.

Storeroom Eligibility and Training Program

1. Highest seniority Servicer who passes the Accuplacer M30 (Math), R40 (Reading), and W40 (Writing) will be awarded Storeroom bid.
2. Passing Accuplacer scores must be submitted to Supervisor before bid comes down.
3. During the first six (6) months, new Storeroom Clerks will be trained and evaluated frequently to assess performance and knowledge retention.
4. Poor evaluations will result in remedial training and additional evaluations.
5. New Storeroom Clerks who fail to satisfactorily advance through training will be returned to Servicer classification.
6. Servicer who does not complete Storeroom training may not rebid for a period of one year from date they returned to Servicer, and will only be given a maximum of 2 opportunities during their employment to enter Storeroom training.

## ARTICLE VII

### ATTENDANCE PROGRAM

Local 465 legal counsel believes the current attendance policy complies with State law and Local ordinances. Accordingly, the parties agree to keep the current Attendance Program, provided that Local 465 will indemnify and hold Employer harmless from any claims, suits, grievances, attorneys' fees, or any other form of liability as a result of the Employer administering the current Attendance Program. If any defense of challenge of Attendance Program is necessary, Local 465 will reimburse Employer for attorney fees and costs within 30 days of receipt of invoice.

#### I. Purpose

- a. The purpose of this policy is to encourage San Diego Transit Corporation ("SDTC") employees to attend work on a regular basis. Regular attendance of every employee is of extreme importance to the corporation. Each employee has the responsibility to report to work every scheduled workday, if possible.

#### II. Scope of Policy

- a. This policy applies to all members of IBEW, Local 465.

#### III. Attendance Review Period

- a. Employees' attendance will be monitored on a revolving 365-day basis. Employees will be subject to discipline based on the number of days of work missed during the 365-day review period. The levels of discipline are set forth in Section IV of this policy below.
- b. For the purpose of determining the review period under the policy, absences due to an accepted workers' compensation claim or an absence that is protected by federal or state law (e.g. Family and Medical Leave Act, California Family Rights Act, California Pregnancy Disability Leave) of 3

consecutive days or more will extend the 365-day review period by an amount of days equal to the absence. For example, if an employee's review period is from January 1, 2008 to December 31, 2008, and during that period the employee was off work due to an approved workers' compensation injury for 10 consecutive days, the new review period would be January 1, 2008 to January 10, 2009.

- c. All absences count toward the discipline thresholds in the policy. The only exceptions are those outlined in Section VI of this policy.

#### IV. Attendance Requirements and Levels of Discipline

- a. Five Days of Absence —Reminder of Amount of Days

Any employee missing five (5) days of work during the 365-day review period described above shall receive a written reminder of the amount of days that he or she has utilized which count towards eventual disciplinary action. This level is not disciplinary.

- b. Ten Days of Absence — Written Warning

Any employee missing ten (10) days of work during the 365-day review period described above shall receive a Written Warning.

- c. Fourteen Days of Absence — Formal Reprimand and Suspension of Up to Five Days

Any employee missing fourteen (14) days of work during the 365-day review period described above shall receive a formal reprimand and an unpaid suspension between 1 and 5 days.

- d. Eighteen Days of Absence — Termination of Employment

Any employee missing eighteen (18) days of work or more during the 365-day review period described above shall be subject to discipline up to and including termination of employment.

#### V. SDTC's Discretion Regarding the Amount of Discipline

In evaluating discipline to be issued at each level of the disciplinary progression, the corporation shall treat the employee fairly and may consider relevant factors and circumstances to reduce the discipline outlined in Section IV. Those factors include, but are not limited to, the following:

- length of employment;
- job performance;
- explanation provided for absences;
- previous absence record;



- previous reprimands and commendations issued during the 365- day review period above.

## VI. Absences Excluded From Disciplinary Consideration

SDTC will not treat as absences or assess discipline for work missed due to:

- i. Any period of absence for which the employee is granted an FMLA leave or CFRA leave, or pregnancy disability leave;
- ii. Any period of absence attributable to a work-related injury or accident;
- iii. Any period of absence for which the employee is using sick leave to attend to the illness of his or her child, parent, spouse or domestic partner.
  - a. The sick leave used for this purpose is limited to one-half of the amount of sick leave the employee accrues in a year. In order to excuse a period of absence for this purpose, the employee must, within two days of returning to work, provide a note signed by a doctor specifying that the family member was seen by the doctor, the reason the employee needed to be present to attend to the family member, and the period of time that this was necessary.
- iv. Surgery
- v. Hospitalization for 24 hours or more and any additional absence arising out of such illness or injury required by a doctor.
- vi. Broken bones
- vii. Leave of absence approved by the Company
- viii. Bereavement

## VII. No Doctor's Notes Required For Every Absence

When an employee is absent from work, he or she is not required to provide a doctor's note concerning their absence from work, unless otherwise required by law or by agreement between IBEW and SDTC. For example, certification of a serious health condition is required by a doctor for FMLA leave (or other State or Federal mandated job protected leave), doctor's reports are required in the workers' compensation process, and doctor's notes are required for employees to receive sick leave pay to care for a family member. Maintenance employees must call the Foremen or another phone number provided by management if they will be absent.

## VIII. Partial Day Absences

Partial day absences will be tracked in one-half day increments. If an employee is absent from work for less than four hours in a workday, this will be treated as a half day absence. If an employee is absent from work for four hours or more in a workday,

this will be treated as a full day absence. Employees will not be charged for half day absences if the reason for the absence was to attend a medical appointment and the employee shows proof that he went to the doctor.

#### IX. Sick Leave Sell Back/ Bonus

If employee is absent two (2) days or less (not including vacation, jury duty or bereavement) during the year (anniversary date to anniversary date), the employee will receive 50% of their unused annual sick leave accrual in cash on a dollar for dollar basis, upon their request. Employee must have 350 hours in their account to be eligible to receive cash out. Payment will be made within two pay periods of the employee's anniversary date.

### ARTICLE VIII

#### PENSION PLAN

Effective January 1, 2007, the following table will take effect, with 70% cap:

|             |             |
|-------------|-------------|
| 2.000% @ 55 | 2.262% @ 60 |
| 2.052% @ 56 | 2.314% @ 61 |
| 2.104% @ 57 | 2.366% @ 62 |
| 2.156% @ 58 | 2.418% @ 63 |
| 2.210% @ 59 |             |

A. The Corporation agrees to establish a pension plan for hourly employees in accordance with the provisions of, and subject to, the conditions of the plan set forth in the supplemental agreement. The new pension plan shall be effective April 1, 1968, contingent upon approval of the Commissioner of Internal Revenue.

B. The Corporation agrees it shall maintain negotiated benefits under this Article for the duration of this Agreement.

C. The pension plan shall appear in a separate printed booklet.

D. The Corporation agrees to assist and put in place a 457 deferred compensation program for all maintenance employees.

E. The Company will grant the following Pension benefits:

- Discontinue the cost of spouse's survivor rate
- Discontinue the 133.33 offset on pension calculations
- Revise Neyhardt's corner
- Pop-up provision + 36 month averaging

- July 1, 2001 – tables move down two years or ages 55 – 63

F. Deferred Retirement Option Plan (DROP)

Management has the discretion to create and implement a Deferred Retirement Option Plan (DROP) during the term of the agreement. If management approves a DROP program, employee participation would be voluntary and will be for a maximum of 4 years. Employees must enter DROP before expiration of the current Collective Bargaining Agreement.

G. No employees hired after ratification (April 28, 2011) will be eligible for the defined benefit pension plan. Instead, they will be eligible for a defined contribution plan in which the Company will contribute 4% (increasing to 5% on July 1, 2021) into the employees 401(a) account (regardless of employee contribution) and match 100% of the first 2% contributed by the employee. Employees will vest the Company's contribution 20% per year. After 5 years of employment, the employee vests 100% of the Company's contribution.

Employees who remain in the defined benefit pension plan (hired before April 28, 2011, hereinafter "Legacy Employees") will contribute 1% of pay, pre tax, biweekly, upon ratification and additional 1% beginning first pay period in April 2012 and additional 1% beginning first pay period April 2013.

Effective April 6, 2014, Legacy Employees will contribute a total of 4% of pay, pre-tax, biweekly.

Effective April 5, 2015, Legacy Employees will contribute a total of 6% of pay, pre-tax, biweekly.

Effective April 3, 2016, Legacy Employees will contribute a total of 8% of pay, pre-tax, biweekly.

H. Effective as of the date of this collective bargaining agreement, SDTC and IBEW agree to amend the Retirement Plan for IBEW, Local 465 Contract Employees of San Diego Transit Corporation (the "Plan") to allow terminated vested participants to apply for retirement benefits any time after attainment of age 55. Thus, if a participant fails to apply for benefits at age 55, he/she may apply for benefits any time later without the need to wait for normal retirement age. This amendment will be not be retroactive. For example, if a terminated vested participant is not receiving early retirement benefits from the Plan because he failed to apply for retirement benefits upon attainment of age 55 in 2010, and that participant re-applies in 2014, his monthly benefit will begin effective as of the date of approval of the new application by the Plan retirement board, and will not be retroactive to date on which such participant's original application was denied.

I. During the term of the agreement, the parties will study the feasibility of offering a Health Retirement Account (HRA) option so that retiring employees can shelter taxes on sick leave payouts.

## ARTICLE IX

### MISCELLANEOUS

- A. The IBEW agrees to the Return to Work Program proposed by SDTC on October 22, 2010.
- B. Employees who work but forget to punch the time clock when they arrive will count as a tardy, unless approved by management.

## ARTICLE X

### DURATION, TERMINATION AND RENEWAL

A. The term of the new Agreement shall be from January 1, 2021 to and including December 31, 2022. Unless otherwise specifically provided in other Exhibits comprising this Memorandum of Understanding, the effective date of each change in the Agreement will be the date of ratification of this Agreement or as soon thereafter as practicable.

B. If notice is given by either party of its desire to negotiate or amend any of the terms or provisions of this Agreement, the negotiations shall begin not later than thirty (30) days prior to the expiration date of this Agreement, and shall continue until agreement is reached. During said negotiations, this Agreement shall remain in full force and effect.

C. The parties may reopen this agreement upon mutual agreement in writing.

### LETTERS OF UNDERSTANDING

#### MEMORANDUM AGREEMENTS, ETC.

Following are certain Letters of Understanding, which the Union considers to be of sufficient importance to be published. It should be understood that others exist, but are of such limited scope that their publication serves no useful purpose. Among these are grievance settlements and arbitration awards.

### SAN DIEGO TRANSIT JOINT APPRENTICESHIP TRAINING COMMITTEE

SDTC and the IBEW agree to the JAC program (version dated December 16, 2003) and it shall be effective upon ratification of CBA. IBEW agrees to changes outline in the JATC Rules and Regulations dated February 23, 2011 and the terms of the 40 day probationary period dated October 22, 2010.

### LETTER OF AGREEMENT – MEDICAL EVALUATIONS

Effective January 1, 2017 or upon ratification of CBA (whichever is later), San Diego Transit Corporation ("SDTC") and the International Brotherhood of Electrical Workers, Local 465, ("IBEW") agree to the following:

Employees must meet the medical standards established by SDTC and SDTC must pay for physical examinations it requires. The purpose of this letter of agreement is to document the agreed procedure through which employees will be evaluated and compensated for the time they spend being evaluated.

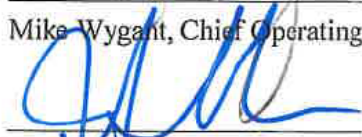
- SDTC will retain at least one vendor to provide medical evaluations for employees. The current vendor is US HealthWorks ("USHW") but SDTC may change or add vendors at its sole and absolute discretion. The vendor(s) will bill SDTC directly for evaluations.
- Based on current requirements, employees must take and pass a medical evaluation every two years, at a minimum. The length of the medical certification, if less than two years, is at the medical provider's discretion.
- Employees are responsible for maintaining a current medical certification in order to maintain eligibility to work. SDTC will provide employees the expiration date of their current medical certification. SDTC will make reasonable effort to provide notice to employee within 60 days of expiration.
- Employees will make an appointment at whatever available time is most convenient for the employee at the approved location of their choice. Employees should begin the recertification process one month before the expiration of their current certification. SDTC will not allow employees with expired medical certifications to work, so it is up to the employee to have their new medical certificate issued before their old certification expires.
- Upon completion of the medical evaluation, the employee will submit the medical examination report to their supervisor (in a sealed envelope) or directly to Human Resources. The supervisor will add one and a half hours of pay to the employees' hours worked record in the pay period in which the employee submits the examination report. SDTC and IBEW agree that one and a half hours is a reasonable estimate of the actual time spent by employees for a medical evaluation, and that employees will be paid one and a half hours regardless of the actual time spent for the evaluation.
- Employees may complete their recertification physical at Kaiser Permanente as long as it is conducted by a FMCSA certified medical examiner in Kaiser's occupational medicine department. The employee will pay the cost of the Kaiser physical out of pocket. After submitting proof of completion of the physical to their supervisor, and proof of payment to the Payroll department, the employee will be reimbursed up to the cost MTS pays its lowest cost medical recertification vendor.
- The parties agree to reopen this Letter of Agreement if appointment duration exceeds one and a half hours on-average for two consecutive months. In order to reopen this letter, either party may make a request to the other within 30 days after the second consecutive calendar month when appointment times exceeded 1.5 hours, on-average. SDTC will share data on duration of appointment times by month upon request. If re-opened, this letter of agreement will remain in effect during the bargaining process until the parties reach an alternate agreement.
- SDTC will distribute and post a memorandum describing in detail the procedure for scheduling appointments, submitting completed certifications and requesting pay. SDTC will also post a list of available USHW locations.

The parties hereto have caused this Agreement to be executed by their respective representatives on January 19, 2017, to be effective as of the date first written above.

**San Diego Transit Corp:**



Mike Wygant, Chief Operating Officer



Jeffrey Stumbo, Chief Human Resources Officer



Brendan Shannon, Director of Human Resources

**International Brotherhood of Electrical Workers, Local 465:**



Nate Fairman, Business Manager/Financial Secretary



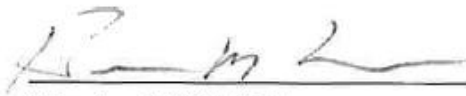
Raul "Kiko" Diaz, Assistant Business Manager


I.B.E.W. LOCAL 465

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Chris Simmons, President

  
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Nate Fairman, Business Manager/  
Financial Secretary

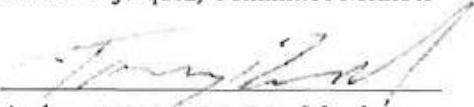
  
\_\_\_\_\_  
Raul Diaz, Asst. Business Manager

  
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Brian Lamb, Unit Chair

  
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Alex Macias, Committee Member

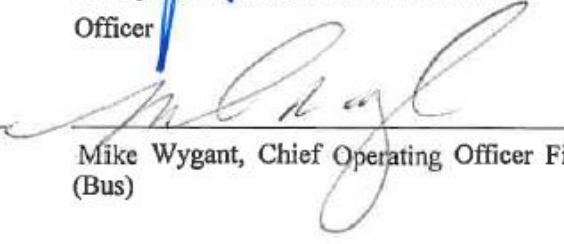
  
\_\_\_\_\_  
Joshua Palechek, Committee Member

  
\_\_\_\_\_  
Ismael Bojorquez, Committee Member

  
\_\_\_\_\_  
Anthony Byrd, Committee Member

SAN DIEGO TRANSIT CORPORATION

  
\_\_\_\_\_  
Jeffrey Stumbo/Chief Human Resources  
Officer

  
\_\_\_\_\_  
Mike Wygant, Chief Operating Officer Financial  
(Bus)

\_\_\_\_\_  
Tim Burrie, Director of Fleet and Facility  
Maintenance

  
\_\_\_\_\_  
Brendan Shannon, Director of Human Resources