COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SAN DIEGO TROLLEY, INC.

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, L-465

Covering

FLAGGERS

October 1, 2016 through September 30, 2020
(Extended September 20, 2018)
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COLLECTIVE BARGAINING AGREEMENT BETWEEN
SAN DIEGO TROLLEY, INC. (“SDTI”) AND INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS L-465 (“IBEW”)

This Agreement is entered into this 20th day of September, 2018, between San Diego Trolley, Inc. (herein referred to as “SDTI” or “Employer”) and International Brotherhood of Electrical Workers (herein referred to as “IBEW” or “Union”).

ARTICLE 1

TERM OF AGREEMENT

The term of this Agreement is October 1, 2016 through September 30, 2020.

ARTICLE 2

UNION RECOGNITION

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

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

ARTICLE 3

UNION DUES CHECKOFF

Upon written request on a form provided by the IBEW and approved by SDTI, members of the IBEW may choose to have regular union dues deducted from their paychecks and submitted to IBEW (dues checkoff). Dues checkoff will occur only if the employee authorizes it in writing and maintains the authorization for such deductions. SDTI shall remit such deductions at least once each month to the Union financial secretary. IBEW will indemnify and hold SDTI harmless from any claims, suits, grievances, attorneys’ fees, or any other form of liability as a result of making payroll deductions for membership dues.
ARTICLE 4

MANAGEMENT RIGHTS, RULES AND REGULATIONS

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

ARTICLE 5

SAVINGS CLAUSE

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

ARTICLE 6

EMPLOYMENT STATUS

Flaggers are temporary, part-time employees who serve at the will of the Company. The Company reserves the right to increase or decrease the number of Flaggers in its sole discretion. Flaggers receive no employee benefits from the Company, except as specifically set forth in this agreement. They are eligible for certain sick leave benefits outlined in Article 14, pension/deferred compensation benefits outlined in Article 15 and health insurance outlined in Article 18.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

ARTICLE 8

UNIFORMS AND EQUIPMENT

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

ARTICLE 9

EMPLOYEE IDENTIFICATION CARD/TRANSIT PASS

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

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

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 Employer. Cards are not transferable and are void if altered or if presented by any other than the person named. Employees will surrender the card to the Employer on termination of employment or at the request of an authorized Employer representative.
Use on MTS Services: The employee ID card allows the employee to ride free on MTS routes. The employee assumes all the risks of accidents and expressly agrees that the Agencies shall not be liable under any circumstances, whether of negligence of their agents or otherwise, for any injury to the employee or any loss or injury to the property of the employee when using the card.

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

Flaggers who have worked more than two (2) years and have worked an average of at least 30 hours per week during the last six (6) months shall be entitled to receive an ID card/Transit Pass for their dependents.

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

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

ARTICLE 10
PERSONNEL FILE INSPECTION

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

ARTICLE 11
HOURS OF WORK AND OVERTIME

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

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

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


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

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

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

ARTICLE 12

MEAL AND REST PERIODS

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

ARTICLE 13

SENIORITY

A. Definition.

Seniority for purposes of this Article shall be defined as total continuous service as a Flagger.

B. Termination of Seniority and Employment.

Employee’s seniority and employment shall be terminated by:

1. resignation;

2. discharge;

3. failure to appear for work for three (3) consecutive days without calling the employer;
ARTICLE 14

LEAVES OF ABSENCE

A. General Rules

1. Leaves Are Without Pay

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

2. Notice to Employer

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

B. Family and Medical Leave

1. Eligibility

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

2. Duration

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

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

3. Requesting

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

4. Caring for Active Duty Military Personnel
If you require leave to care for a member of the Armed Forces, including a
member of the National Guard or Reserves, who is undergoing medical treatment,
recovery, or therapy, is otherwise in outpatient status, or is otherwise on the
temporary disability retirements list for a serious injury or illness you may be
entitled to an extension of FMLA. This extension of FMLA is limited to active
duty (duty under a call or order to active duty) military personnel who incur a
serious injury or illness on active duty in the Armed Forces that renders them
medically unfit to perform the duties of their office, grade, rank, or rating.

5. **Paid Family Leave**

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

C. **Military Leave**

   1. **Eligibility**

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

   2. **Entitlement to Reemployment**

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

3. **Reemployment Rights**
   
   a. Reemployment rights will be in accordance with applicable law.
   
   b. Conflicting claims. If there are conflicting reemployment claims, the person who left the position first has priority.
   
   c. Changed circumstances. Employer will be excused from employing an otherwise eligible employee after military leave if the Employer’s circumstances have changed so much that reemployment would be impossible or unreasonable.

4. **Other Benefits**

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

5. **Paid Leave**

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

6. **Compliance with the Law**

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

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

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

E. **Unpaid Vacation**

   Flaggers will receive one-week unpaid vacation (Sunday through Saturday) after one-year of continuous employment. Employees will bid for vacation in seniority order
within the Flagger classification. Employer shall determine the maximum number of employees to be on vacation at any given time.

Vacation leave must be approved in advance by Employer.

F. Sick Leave

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

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

ARTICLE 15

RETIREMENT

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

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

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

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

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

ARTICLE 16

WAGES

A. Wage Schedule.

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

Effective April 1, 2017, Flagger pay will increase 5% to $12.63/hour.
Effective April 1, 2018, Flagger pay will increase 4% to $13.13/hour.
Effective October 1, 2018, Flagger pay will increase to $15.00/hour.

ARTICLE 17

NO STRIKE

During the term of this Agreement, neither the Union, its officers, agents, members, nor any employee, will authorize, instigate, aid, participate in or engage in a strike, work stoppage, slowdown, boycott, picket line or any other interruption of the Employer’s operations.
ARTICLE 18

HEALTH CARE

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

ARTICLE 19

ATTENDANCE, TARDY AND MISS-OUT POLICY

Attendance and punctuality are important to the efficient operation of San Diego Trolley, Inc. Good attendance and punctuality are essential components of solid employee performance and are measured by objective standards. Poor attendance and tardiness disrupt productivity and make it difficult for San Diego Trolley, Inc. to function effectively.

San Diego Trolley, Inc. recognizes, however, that an employee is susceptible to a disabling illness or injury, which might prevent an employee from reporting to work. The purpose of this Attendance Policy is to establish the Company’s standards for acceptable attendance, provide progressive disciplinary procedures for those employees who do not meet the Company’s attendance standards and provide general guidelines for the administration of the above standards.

It is understood that an employee may have medical documentation confirming an illness or injury and that such documentation may be required to be eligible for sick leave benefits, if available. Such medical documentation does not necessarily excuse an absence since an employee’s attendance record is reviewed based on total absences from work. An employee, even with the best of reasons, may be absent so much that the employee’s services may become of little value to the Employer. In such an event, an employee cannot expect to remain in the employ of the Employer.

A. ATTENDANCE POLICY

Occurrence Absence from work for any part of one day. Failing to report to work on two consecutive days shall count as two occurrences; three consecutive days will count as three occurrences, and so on. Departure from work prior to the end of a work shift may also be considered an occurrence.
Sick Leave  Absence from work due to a non-work related illness or injury. May be in a paid or non-paid status.

Unauthorized Leave Unauthorized absence from work for any reason other than illness or injury.

Work Injury Leave Absence from work due to a work-related illness or injury. May be in a paid or non-paid status.

Tardy Failure to be in one’s designated report location or work area and ready to perform work at the start of the employee’s scheduled shift.

Miss-Out Failure to properly notify the Employer of an absence or tardiness within the guidelines established by the employee’s department or failure to have a valid excuse for the failure to report at the time of call-in.

Counseling A verbal or written communication that is not considered a disciplinary action.

Reprimand A verbal or written communication that is considered a disciplinary action.

Suspension A disciplinary action resulting in removal of employee from the job for a designated period of time without pay.

Termination Warning A disciplinary action notifying an employee in writing that the next level of progressive discipline is termination of employment.

B. ATTENDANCE RECORD REVIEW

Each employee’s attendance record for the previous twelve month period will be reviewed at regular intervals by supervision.

The following absences will be considered when reviewing an attendance record:

1. Sick Leave  3. Miss-Out
2. Unauthorized Leave  4. Tardy

The following absences will not be considered when reviewing an attendance record:

1. Work Injury Leave
2. Personal Leave – Authorized time off work, for reasons other than medical, when the employee requests such leave in advance, and such leave is granted by
supervision.

3. Medical/Dental Appointments – Absence from work for a partial day due to a previously scheduled medical or dental appointment when such appointment cannot be scheduled during an employee’s off-duty time and provided the employee submits documentation showing proof of the appointment to the employee’s supervisor no later than 24 hours prior to the scheduled appointment.

4. FMLA/Pregnancy Disability Leave – Absence from work on approved Family and Medical Leave (“FMLA”) or pregnancy disability leave. Medical documentation may be required, per the law.

C. APPLICATION OF THE ATTENDANCE POLICY

Absences from work, miss-outs, and tardiness are all attendance-related issues. It is generally accepted that, in most cases, the employee has control over tardiness, and the ability to properly notify the Company of an inability to report to work as scheduled. For this reason, absence and tardiness/miss-outs are governed by different criteria in this Attendance Policy.

D. ABSENCE (with proper notification)

1. When an employee reaches the third (3rd) occurrence in a twelve (12) month period, such employee shall receive a documented verbal warning. The employee is formally notified that the attendance record is unsatisfactory, that this is the first step of progressive discipline, and that failure to correct the absenteeism will result in further discipline.

2. When an employee reaches the sixth (6th) occurrence in a twelve (12) month period, such employee shall receive a letter of reprimand. The employee is notified that the attendance record has continued to be unsatisfactory and that failure to correct the absenteeism will result in further discipline up to and including suspension.

3. When an employee reaches the eighth (8th) occurrence in a twelve (12) month period, such employee shall receive a letter of reprimand including a two (2) working day suspension without pay. The employee is notified in writing that the attendance has continued to be unsatisfactory and that this warning is the last disciplinary step before termination of employment.

4. When an employee reaches the tenth (10th) occurrence in a twelve (12) month period, such employee will be terminated.

In addition to enforcing the foregoing standards, SDTI reserves the right to discipline an employee who establishes a pattern of sick leave abuse, including, but not limited to, calling in sick, or otherwise missing work, in conjunction with weekends. An employee may be progressed to the next level of discipline if the employee’s absenteeism rate remains at a consistent
unacceptable rate (i.e., maintains the same high number of absences on record) over a period of time.

The foregoing standards will be applied by reviewing each employee’s attendance for a revolving twelve month period.

Falsification of sick leave will result in immediate termination of employment without the benefit of progressive discipline.

E.  **TARDINESS/MISS-OUT**

In the event an employee is late reporting for work, or fails to properly notify the Employer within the stipulated time limits that he/she will be unable to report for work as scheduled, or fails to have a valid excuse for the failure to report at the time of the call-in:

1. On the first occasion in a twelve (12) month period, the employee will receive a letter of reprimand. The employee will be advised that further occurrences will result in progressive discipline.

2. On the second occasion in a twelve (12) month period, the employee will receive a second letter of reprimand and a one (1) day suspension without pay.

3. On the third occasion in a twelve (12) month period, the employee will be terminated.

F.  **EXTENUATING CIRCUMSTANCES**

The Employer retains the right to modify any of the above absence, miss-out, or tardiness disciplinary steps, or not issue, or delay, any of the above steps on an individual basis based on extenuating circumstances on a non-precedent setting basis.

(THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.)
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SAN DIEGO TROLLEY, INC

Dated: ________________ By: ______________________________________
Jeffrey M. Stumbo
Chief Human Resources Officer

Dated: ________________ By: ______________________________________
Wayne Terry, COO (Rail)

Dated: ________________ By: ______________________________________
Brian Riley
Superintendent of Transportation

Dated: ________________ By: ______________________________________
Brendan R. Shannon
Director of Human Resources

LOCAL UNION 465, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Dated: ________________ By: ______________________________________
Joe Pounds, President

Dated: ________________ By: ______________________________________
Nate Fairman, Business Manager/Financial Secretary

Dated: ________________ By: ______________________________________
Raul "Kiko" Diaz, Assistant Business Manager

Dated: ________________ By: ______________________________________
Anabel Arauz, Business Representative

Dated: ________________ By: ______________________________________
Michael Smith, Committee Member