

**AGREEMENT BETWEEN  
SAN DIEGO BUS DRIVERS UNION  
ATU LOCAL 1309  
A.F.L. - C.I.O.  
AND  
SAN DIEGO TRANSIT CORPORATION**

**JANUARY 1, 2025**

**THROUGH**

**DECEMBER 31, 2027**

UNION OFFICE  
7840 Lester Avenue  
Lemon Grove, CA 91945  
Phone: (619) 563-1309  
Fax: (619) 281-9184  
Email Address: [boardmembers@san.rr.com](mailto:boardmembers@san.rr.com)  
Webpage: [www.atulocal1309.com](http://www.atulocal1309.com)

8:30 a.m. - 12:00 Noon  
1:00 p.m. - 4:30 p.m.

Monday through Friday (Closed Holidays)

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\* \* \*

PENSION TRUST OFFICE  
NYHART, Ascensus  
530 B Street, Suite 900  
San Diego, CA 92101  
Phone: (619) 239-0831

\* \* \*

UNION MEETINGS  
7840 Lester Avenue  
Lemon Grove, CA 91945  
10:00 a.m. .... 7:00 p.m.  
Second Tuesday of each month.

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## **DEFINITIONS**

For the purpose of this Agreement, the following definitions are agreed to:

**CASUAL VACATION** - A week of vacation designated by the employee for daily use.

**DAY RUN** - Any run that starts to work after 3:00 A.M. and is completed before 7:25 P.M.

**DESIGNATED BENEFICIARY** - In the event of no spouse or dependent children anyone may be named as a designated beneficiary.

**EXTRA WORK** - Any unexpected work that an operator is called upon to perform.

**HOLD DOWN** - Any scheduled work that is continuously assigned an operator.

**LEAVE OF ABSENCE** - Time off from work without pay in excess of seven (7) working days.

**LOADER** - An operator who assists in the loading and/or the collection of ready fare.

**NIGHT RUN** - Any run that does not come to work before 10:00 A.M. and has any working time between 7:25 P.M. and 4:00 A.M.

### **SPECIAL SERVICES**

For special services, such as Rock and Roll Marathon and New Year's Eve late night service, the Employer may start runs at 3:00 A.M. or after 12:00 A.M. and end runs at 5:30 A.M. The Employer will give the Union notice of change within 5 business days upon knowledge of change.

**NON-DISCRIMINATION** - It is understood that whenever the masculine form of the words is used in the Agreement, such use shall include the feminine. When "spouse" is used, it shall have the same meaning as "registered domestic partner."

**PART-TIME DRIVER** - A part-time driver hired under the provisions of part-time (Section 21 and does not drive more than 30 hours per week).

**REGULAR OPERATOR** - A regular operator is an operator who bids a regular run five days per week.

**REPORT TIME** - The time an operator is required to remain on duty by the Corporation in the train room or elsewhere designated for the purpose of protecting the pull-out board.

**RUN/DUTY** - A run/duty is scheduled work that is included in the operating schedules and which contains not less than eight (8) hours' work time daily.

**SPLIT RUN** - A run that has two parts, with an elapsed time without pay between the ending of the first part and the beginning of the second part.

**SPREAD** - The overall time from the commencement of duty until the completion of duty.

**STAND-BY TIME** - The time an operator is required to stand by with a bus at locations designated other than at the division.

**STRAIGHT RUN** - A straight run is a run that has continuous pay time.

**TRIPPER** - A trip or trips included in the operating schedules by the Corporation but not a part of a regular run.

**VACATION RELIEF OPERATOR** - An operator bidding vacation runs and when working a regular operator's run will come under the same provisions as a regular operator, except for Holiday work as provided in Section 13 and when working a combination work week or regular extra board will come under the extra board provisions.

## **AGREEMENT**

This agreement made and entered into this 1st day of January, 2025, by and between AMALGAMATED TRANSIT UNION LOCAL 1309, San Diego, A. F. L. - C. I. O., party of the first part, hereinafter referred to as the "Union", and SAN DIEGO TRANSIT CORPORATION, assigns, heirs or successors, party of the second part, hereinafter referred to as the "Corporation".

## **SECTION 1**

### **UNION RECOGNITION**

A. The Corporation recognizes Local 1309 as the sole and exclusive collective bargaining representative for all employees in the following classifications:

Bus Operators  
Dispatcher Clerks  
Clerical Office Employees (as defined in Section 17)  
Student Operators  
Part-Time Bus Operators  
Part-Time Information Clerks

B. Duties under the jurisdiction of this contract will be performed by employees represented by ATU Local 1309.

C. Duties currently being performed by the employees may be added to by mutual agreement, provided such new duties are ratified by the Union membership prior to institution, are not in conflict with other provisions of this Agreement, and are in connection with promotional programs designed to stimulate riding and/or advance the public regard for the Corporation's service.

## **SECTION 2**

### **UNION SECURITY**

The following paragraphs are agreed to, subject to obligations and limitations of laws:

A. The probationary period of a new employee shall be one hundred and eighty (180) days from the date the employee is placed on the Corporation payroll (for all bus operator classifications, one hundred and eighty (180) days from the date of pulling their first run or tripper), providing the probationary period has not been interrupted by extended illness or leave of absence of more than five (5) consecutive working days. If there is an interruption, there shall be an extension made to fulfill the 180-day requirement. During the probationary period the Corporation may, at its discretion, discharge any such employee without recourse to the grievance and arbitration procedure by the employee or the Union. However, employees who have passed their probationary period cannot be terminated after five (5) years of employment due to falsification of application.

B. The Corporation shall furnish the Union with a list of all employees entering and those leaving the service of the Corporation, and a list of those granted leave of absence, on the 1st of each month, noting those who enter or return from the Armed Forces of the United States. This list shall be in alphabetical order showing the name, badge number and seniority date of each employee and in the case of termination the list shall show the date on which the person was actually removed from seniority status. Actual date of return from the Armed Forces shall also be shown.

C. 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 Union for such deduction, all Union dues as may be levied by the Union against such members. The Corporation shall remit such deductions once each month to the Secretary-Treasurer of the Union.

D. ATU will indemnify and hold Employer harmless from any claims, suits, grievances, attorneys' fees, or any other form of liability as a result of making payroll deductions for union dues. The dues deduction form for voluntary submission of union dues shall comply with *Janus* and SB 866. Membership in ATU is not compulsory. Neither party shall exert any pressure on, nor discriminate against, any employee in regard to such matters.

**NOTICE:**

- Contributions to Amalgamated Transit Union are not deductible as charitable contributions for Federal Income tax purposes.
- No employee shall be discharged because of their membership or activity in the Union.

### **SECTION 3**

#### **EQUAL EMPLOYMENT OPPORTUNITY**

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

A. This Agreement and all personnel policies will be administered without regard to unlawful consideration of sex, religious creed, color, race, national origin, age, religion, genetic information, gender identity, gender expression, sexual orientation, pregnancy, ancestry, marital status, physical or mental disability, veteran status, obligation for service in the Armed Forces, or any other basis protected by law.

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

C. Both parties agree to comply with MTS' Equal Employment Opportunity Policy.

### **SECTION 4**

#### **MANAGEMENT PREROGATIVES**

A. The management of operations, including the type and kind of service to be rendered to the public and the equipment used, the number of employees, the maintenance of discipline and efficiency, the hire, promotion, transfer of extra board operators (in accordance with requests or inverse seniority) as is necessary, the discharge or discipline for proper cause and in accordance with the 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.

1. Skelly (Disciplinary) Procedures: Employees may be suspended immediately without pay, up to 5 working days prior to a *Skelly* hearing. After 5 working days without pay, the suspension will be converted to a paid leave of absence until disciplinary action has been imposed. The Corporation can choose to require the employee to work in another area in lieu of the paid leave. If it is determined that disciplinary action was not warranted, the employee will be paid back for the portion of the suspension that was unpaid.

B. It is recognized that the Corporation's rule book and bulletins are necessary, but that said recognition is not to be construed as meaning that said rule book and/or bulletin are a part of this contract. No rule or bulletins promulgated or enforced by the Corporation shall be valid if they violate any provision of this Agreement.

C. The Union having a grievance under Section 4B has recourse through the grievance and arbitration procedure.

## **SECTION 5**

### **REPRESENTATION**

A. The Corporation shall recognize the President and Business Agent of the Union or his duly authorized representative, for presentation and resolution of any grievances or disputes, as provided in the section herein entitled Grievance Procedure.

B. The names of the Union officers and executive board will be given to the Corporation in writing by the Union and the Corporation will be advised in writing of any changes in said officers and board members, and likewise the Corporation will advise the Union of the names and positions of its officers, directors and department heads, and any changes that occur.

C. The Corporation will, upon request of the Union President, permit any member of the Grievance Committee to leave their work (on the employee's own time) during working hours to perform any duties in connection with any grievance or dispute.

G. 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 to delay the employees at work.

## **SECTION 6**

### **GRIEVANCE PROCEDURE**

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

A. Only the Union and/or Management may file a grievance.

B. 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.

C. 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 seven (7) days. The Chief Human Resources Officer or his representative will render a decision within seven (7) days.

D. 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 forty-five (45) days from the date of the delivery of the decision on the grievance by the Chief Human Resources Officer or his representative.

E. Any grievance pertaining only to the interpretation or application of the terms of this Agreement which the Corporation may have against the Union shall be presented in writing to the Union President and Business Agent or his representative immediately, but in no event more than fifteen (15) days from the date that management either knew or reasonably should have known, of the conduct, event or action which is alleged to have violated this Agreement. If the grievance is not satisfactorily adjusted within ten (10) days, it may be appealed to the Union's Executive Board within

seven (7) days, and in the event the grievance is not settled satisfactorily within seven (7) days following such appeal to the Executive Board, said grievance shall be submitted to arbitration, as prescribed in Section 7.

F. 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.

G. 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. The parties may mutually agree to extend timelines on a case-by-case basis.

H. For all purposes under this section, grievances and/or responses may be faxed or e-mailed between the Union and the Corporation.

## **SECTION 7**

### **ARBITRATION PROCEDURE**

A. 1. Counsel for the Union and the Corporation shall select the arbitrator. In the event respective counsel 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.

B. 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 the arbitrator shall be final and binding on the parties.

C. 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.

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

E. Upon the agreement of both parties, disciplinary action of 15 (fifteen) days of suspension, or less, may be appealed to expedited arbitration. Also, any grievance appealed to this procedure shall not involve a novel problem and shall have limited contractual significance or complexity.

1. The expedited arbitration procedure shall be conducted as follows:

a. If the parties cannot agree upon an arbitrator, the arbitrator will be selected as set forth in paragraphs 2 and 3 below.

b. The hearing shall be informal.

c. No briefs will be filed or transcripts made.

d. The hearing shall be completed in one (1) day.

e. If the arbitrator or the parties decide at the hearing that the issue involved is of such complexity or significance that it requires further consideration, the case shall be referred to the conventional arbitration procedure.

f. The parties shall not be represented by counsel.

g. If either party requests, there shall be a fifteen (15) minute recess before closing oral argument.

h. The arbitrator may issue a bench decision.

i. Expedited arbitration decisions shall not be cited as precedent.

j. If the arbitrator decides not to issue a bench decision, within forty-eight (48) hours after the hearing concludes the arbitrator shall render a decision and may include a brief written explanation.

k. The decision of the arbitrator is final and binding.

2. The parties shall join in selecting a panel of arbitrators to serve the expedited arbitration procedure. The number so designated shall be sufficient to ensure the intended functioning of the procedure shall be carried out.

3. The arbitrator panel shall be assigned cases on a strict rotation system. An arbitrator designated to hear a case shall arrange a date for the hearing not more than thirty (30) days after notification of assignment to a case. If the designated arbitrator is not available to conduct a hearing within the established time frame, the next panel member in the rotation system shall be notified. This procedure of assignment shall be conducted until an available arbitrator is obtained.

## **SECTION 8**

### **LEAVE OF ABSENCE**

A. Leaves of absence without pay, for good and sufficient reason, may be granted employees for a period not to exceed thirty (30) days in any one year. In exceptional cases, for good and valid reasons, this period may be extended or additional leaves granted by mutual consent between the Union and the Corporation.

B. 1. Any employee elected or appointed to a full-time position in the Union shall be given a leave of absence for the duration of their term of office, which period may be extended not to exceed thirty (30) days upon official written request. Upon return from such leave of absence, the employee shall be reinstated without loss of seniority rights, privileges or benefits, and at the current rate of pay, and shall requalify on their own time but shall not be subjected to a more strict procedure than required of other employees who requalify.

2. For the purpose of this paragraph, business of the Amalgamated Transit Union shall be considered business of the Union.

C. Any employee pursuing/accepting employment while on leave of absence (including Family and Medical Leave), or while absent from work due to illness will be terminated.

D. Upon request of the Union President, officials of the Union or members appointed to serve on a committee shall be granted time off from work for Union business. Forty-eight (48) hours advance notice is required, but the Corporation may in its sole discretion waive the advance notice requirement where circumstances warrant. This requirement shall not apply to Local 1309's Vice President and Financial Secretary.

E. When an employee is on an extended leave of absence (per Section 8, Paragraph B of the current Agreement - effective January 1, 2007), accumulated sick leave earned prior to the election of said employee may be used during this period of extended leave.

F. For pension calculation purposes only, Union Officers on full time leave of absence, as defined in Section B.1 above, will have their pension calculated based on the hours guaranteed in the run that they would be eligible to bid. In no event shall more than two Union Officers be eligible for this benefit. The bid will be made at the normal time for the officers involved. It will not be entered into the system. The Union will notify the Company in writing which officers are eligible for this. The management person present at bidding will notify the company of the bid selected for calculation purposes.

## **SECTION 9**

### **BULLETIN BOARDS**

A. The Corporation will provide space in each train room and office employees' lounge which is satisfactory to the Union for the placement of a Union bulletin board, to be used exclusively by the Union, and in addition shall provide space, as determined by the Union, for the placement of three bulletin boards on each turn-in table.

## **SECTION 10**

### **SICKNESS AND ACCIDENT**

A. 1. 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, employee will earn sick leave according to the schedule below. Employees who work less than 2080 hours in the leave year will earn a pro-rated portion of paid sick leave based on the number of actual hours worked.

After two (2) years service	- three (3) days (24 hours) per year
After three (3) years service	- five (5) days (40 hours) per year
After four (4) years service	- six (6) days (48 hours) per year
After five (5) years service	- seven (7) days (56 hours) per year
After six (6) years service	- eight (8) days (64 hours) per year

2. Employees shall be entitled to a maximum accumulation of seventy-five (75) days sick leave. Employees hired before May 22, 2008 may accumulate up to one hundred and fifty (150) days sick leave.

a. Any day(s) exceeding the 75-day (600 hour) sick leave maximum (150 days for employees hired before May 22, 2008), will be paid back at 50% per day. This payment will be made within 30 days after the employee's Anniversary date.

B. Retirement Cash Out: 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 thirty-five (135) for operators hired before May 22, 2008.

1. An employee who is vested under the retirement plan who resigns from the Corporation shall receive a cash payout of accumulated sick leave up to the cap set forth above. This provision shall not apply if the employee resigns before a Skelly hearing is held to terminate the employee's employment. The parties may meet informally prior to the Skelly hearing to discuss the matter. No employee leaving the Corporation before their one-year anniversary will be entitled to any cashout of sick leave.

C. Request for sick leave pay: Shall be made to the dispatcher or department head during the period of disability or upon return to work, but in no event more than five (5) working days (Saturdays, Sundays and holidays excluded) after such return.

D. Notification for Appointments to Receive Sick Leave Pay: Sick leave may be drawn for the purpose of previously scheduled doctor's appointments when appointments can only be made during employee's normal working hours.

E. Payment Upon Death: Accumulated sick leave shall be paid in the following order upon the death of the employee:

- a. Designated Beneficiary
- b. Employee's spouse
- c. Dependent children

F. The Corporation shall maintain an accurate sick leave record for each employee, which shall be made available for inspection to the employee and/or Union officials.

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

H. Years of service shall be calculated from and after an employee's date of employment in periods thereafter of twelve (12) consecutive months. If within any of said consecutive 12 month periods, said employee fails to work in the aggregate two hundred (200) days, said 12 month period 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 to exceed ninety (90) days) due to sickness, injury, official Union business or leave of absence shall be considered days of work.

I. 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, registered domestic partner, as defined by law, or child of a registered domestic partner. Use of sick leave for family care is subject to the same terms and conditions (except that for this purpose the 200 hour bank requirement is waived for the first day sick) as are applicable to use of this benefit for the employee's own illness as outlined in Letter of Agreement A.

J. 1. If an employee is injured as the result of an assault while on duty, and such assault is the direct and independent cause of loss of time, and is compensable under California Workers' Compensation law, the employee shall suffer no loss of pay on the day the injury occurs. Only in the event the injury is the result of a covered assault shall the employee be paid eight (8) hours time for each scheduled work day lost during the statutory waiting period, until Workers' Compensation temporary disability benefits begin. After the waiting period, the employee shall receive from the Corporation sixty-six and two-thirds percent (66-2/3%) of the difference between the Workers' Compensation temporary disability benefits and eight (8) hours time for each scheduled work day lost. Such benefits shall not be charged against the workers' sick leave account. The liability of the Corporation for wage continuation benefits under this paragraph shall be limited to a maximum of two (2) months of such payments whether made continuously or intermittently. After the two-month period, the employee may use their sick leave account to make up the eight (8) hours daily benefit.

2. Nothing in this section shall prohibit an employee, if eligible, from using their sick leave to make up the difference between this wage continuation benefit and eight (8) hours pay for each scheduled workday lost.

K. An employee attended by a doctor shall secure a "Doctor's Certificate" or a "Nurse's Certificate" at no expense to the Corporation. When an employee is sick but does not require the attendance of a doctor, the expenses of a "Doctor's Certificate" or a "Nurse's Certificate", if required by the Corporation, shall be paid for by the Corporation, and in such event the Corporation shall have the right to select the doctor for the purpose of such certificate.

L. 1. Sick benefits shall be paid for a fraction of a day for qualifying absences on or after the ninetieth (90) day of employment.

2. Corporation sick leave benefits may be integrated with State Disability payments to bring employee's weekly benefits up to eight (8) hours pay daily. The employee shall provide evidence of the amount received bi-weekly from State Disability. Employees may elect to not integrate with State Disability.

M. Employees are required to use vacation hours and/or sick leave time earned under this Agreement when they are absent from work as described in Section 19, Paragraph 26. Employees may, but are not required to use accrued Floating Holidays for the purpose of taking paid sick leave. The parties agree that employees can use either their vacation or sick leave benefits for any of the purposes set forth in either the Healthy Workplaces, Healthy Families Act of 2014, California Labor Code Section 245 et seq., or the City of San Diego Earned Sick Leave and Minimum Wage Ordinance.

N. Any dispute over the application of the paid sick leave provisions of this Agreement shall be subject to the Grievance and Arbitration Procedures of this Agreement.

## SECTION 11

### VACATIONS

A. Vacation with pay, based on continuous service with the Corporation from the date the employee is placed on the Corporation's payroll, shall be earned as follows (employees within their first year shall be governed by Paragraph A.3 below):

Years	Service	Weeks	Hours
After	One (1)	One (1)	40
"	Two (2)	Two (2)	80
"	Five (5)	Three (3)	120
"	Ten (10)	Four (4)	160

However, employees who were earning five (5) or six (6) weeks of vacation as of April 1, 2012 will have their accrual rate frozen. In other words, employees earning five (5) weeks of vacation will not increase to six (6) weeks and employees earning six (6) weeks will remain at six (6) weeks.

Unused vacation each year will be cashed out at the end of the vacation year and shall not count for pension calculation purposes.

1. Operators' and Dispatcher Clerks' vacation anniversary date is July 1. The effective date of this change is July 1, 2010. A new employee, after one (1) year of service, will be entitled to a prorated portion of their normal vacation for service between the date of employment and the beginning of the vacation year, which may be bid at the annual vacation bid but not taken prior to their anniversary date of employment. An Operator or Dispatcher Clerk reaching their employment milestone anniversary date will be entitled to their additional vacation week. 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 their milestone, the Corporation has the right to recoup from their final paycheck money paid for any milestone time taken prior to a milestone anniversary date.

2. Casual vacation shall consist of five (5) working days of an employee's vacation. Prior to vacation bidding, the employee will advise the Corporation in writing at least 60 days before the posting of vacations that they desire to use one week of vacation as casual vacation.

a. Casual vacations for Bus Operators -- Casual vacations shall be posted for bidding. Two casual vacation days shall be available for each day of the year, except holidays. Additional casual vacation days above the two per day minimum, if any, will be determined by management. Available days for casual vacations will be posted on the 1<sup>st</sup> of the month in one-month increments, three months in advance (i.e. January's casual vacations will be posted on October 1). Bids for newly offered casual vacation days will be due on the second Wednesday of the month they are posted and will be processed with weekly bidding on the second Thursday of the month they are posted. Any other casual vacation days may be dropped or bid each week in accordance with regular weekly bidding. Casual vacations shall not be bid on an operator's floating holidays, birthday, annual vacation weeks, regular days off, or any other day the operator is not scheduled to work. Section 11, Paragraph E.1 shall govern employees requesting to work on their casual vacation days.

b. Management will control the number of days to be granted.

c. Any unused casual vacation shall be paid for, no later than two (2) pay periods after the end of the vacation year.

B. 1. Employees shall receive their vacation pay for each day of vacation absence. Management may elect to advance vacation pay during an emergency.

2. When a holiday or holidays, including an employee's birthday or floating holiday, falls during an employee's vacation, the employee will receive their regular vacation pay allowance plus eight (8) hours holiday pay.

3. 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, such employee shall, upon request, be transferred from vacation to sick leave for the remainder of such period of disability. Portions of vacation not taken due to illness shall be taken at the end of the disability.

C. 1. In the event of the disability of an employee, said employee shall, upon request, be paid for the vacation time the employee is eligible to receive.

2. Vacations shall consist of weekly periods. However, in case of death or critical illness in an employee's immediate family, the employee shall, upon request, be granted a portion or all of the vacation to which the employee is eligible.

D. Any employee who is absent from their duties for 300 hours or less in each vacation accrual year, will be entitled to their full vacation accrual. Employees absent from their duties for more than 300 hours will be entitled to a prorated portion of their normal vacation. Absences due to on-the-job injury, vacation, approved lay-off, union business, jury duty, bereavement, holiday, and suspension, will not be subject to this provision. All work hours missed for any reason other than those excluded above will be counted towards the 300 hours threshold.

Operators who have a partial week of vacation available for bidding due to proration of vacation weeks have the following choices for bidding:

1. Operators may bid full weeks, including the partial week. For example, if an operator has 3.5 weeks (140 hours), four (4) weeks can be bid. The operator will be able to take four (4) full weeks of vacation that was bid as long as the balance is more than three (3), but less than four (4) weeks.
  - a. For the partial week, the full week may be taken with pay from the available vacation balance, plus the difference from the sick time balance, if any is available.
  - b. For the partial week, the full week may be taken with pay from the available vacation balance, with the rest of the week unpaid. *If this option is chosen, the operator MUST tell the dispatcher in advance of which vacation that is not to be paid.*
  - c. For the partial week, the total number of full days available the bank may be taken and the operator will work the rest of the week. *The operator must also notify the dispatcher in advance if this option is chosen.* If the work has been bid in by a vacation board operator, the operator may be required to work on the extra board for the days the operator is not taking off in the vacation week.
2. Operators may bid full weeks and take the remaining partial week as casual vacation days. If there are 3.5 weeks (140 hours) available, three (3) full weeks (or 120 hours) may be bid and remaining 20 hours will be kept to be used as casual vacation days.

This policy of converting partial weeks to casual vacation days does not apply to employees who have partial weeks after the start of the vacation year due to absences causing a shortage of available vacation hours. In these cases, employees will still take the remaining full days during the weeks they have already bid.

If employee had their vacation prorated as a result of not working the requisite hours in the previous year, which resulted in a partial week of vacation accrual (in addition to any full weeks), management may allow employee to take a full week of vacation for that partial week. In this instance, the employee will only be paid for the vacation hours they have accrued. Whether or not request for full week is granted will be based on the needs of the operation and/or hardship on the employee.

E. 1. Employees shall be granted vacations due them each year. Vacations shall not be canceled nor paid for in lieu of time off, except by mutual agreement, and in such event additional time off (equivalent to the vacation period the Corporation was unable to provide) may be bid later in the current year or in the following year. However, any employee who is entitled to more than three (3) weeks vacation can advise the Corporation in writing at least sixty (60) days before the posting of vacations that they desire to initiate a sellback. Only full weeks will be reimbursed by the Corporation. Full payment of the sellback will be made by the Corporation when the first week of vacation is paid.

2. Vacations shall be posted for seniority bid on a system basis.

F. 1. Employees upon retirement shall receive pro-rated vacation pay.

2. Accumulated vacation pay shall be paid in the following order upon the death of an employee:

- a. Designated Beneficiary
- b. Employee's spouse
- c. Dependent children

3. Employees with more than one year's service who are laid off due to reduction of force shall receive vacation pay on a pro-rata basis for the number of months worked during their seniority year in which the lay-off occurs, and if called back to work shall receive a pro-rated vacation for the number of months worked in the remainder of that seniority year.

4. In all pro-rated cases, the vacation pay shall be based on the amount of hours an employee works in a seniority year. For example, if an employee worked 800 straight time hours they would receive 800/2080 or 38.85% of the usual accrual. For the purpose of proration, 2080 straight time hours will be considered a year.

G. 1. Vacation bidding will be posted the first Monday of April. Beginning on the third Monday of April, ten percent (10%) of all operators will bid according to operating seniority. Bidding will continue every day thereafter, except weekends and holidays (not including birthdays and/or floating holidays). Vacations shall be posted for selection in weekly periods. An operator at their option may bid any weekly period available. Vacated and vacant vacation periods shall be posted for seniority bid at the next weekly bid. Bidding may be done by Bid Slip. Operators must make enough choices on their slip so as to guarantee available weeks of vacation. Operators failing to successfully bid a vacation week by the end of vacation bidding will be assigned to the un-bid vacation week(s) by the Agency. Employees will not be relieved so that they may bid in person.

2. Operators will take their vacation starting after their days off as follows:

Sat.	-	Sun.	-	On Mon. of the week they bid
Sun.	-	Mon.	-	On Tues. of the week they bid
Mon.	-	Tues.	-	On Wed. of the week they bid
Tues.	-	Wed.	-	On Thurs. of the week they bid
Wed.	-	Thurs.	-	On Fri. of the week preceding the week they bid
Thurs.	-	Fri.	-	On Sat. of the week preceding the week they bid
Fri.	-	Sat.	-	On Sun. of the week they bid

## **SECTION 12**

### **SENIORITY**

A. 1. There shall be one Corporation seniority list embracing all employees of the Corporation. Date of seniority for those employees hired prior to April 1, 1973, shall be the date they worked first run, assignment or shift. For those employees hired after March 31, 1973, their date of seniority shall be the date employee is placed on Corporation payroll. Corporation seniority shall be used only to determine the length of service for computing the amount of sick leave, vacation and pension benefits.

2. There shall be one operating seniority list embracing all full-time operators and those dispatcher clerks holding operating seniority. An employee's place on said seniority list shall be determined as follows:

a. Date of operating seniority shall be the date that employee works first run or assignment. In the event that two or more employee's seniority begins on the same date, said employees' places shall be determined by the order of the drawing of their names by lot in the presence of said employees. An employee in student training shall not be eligible to bid, or be given any assignment or work any run or shift until all student training has been completed. The company will provide the Union with the names of employees who have completed training and are being promoted before assignments are bid.

b. A student operator shall not be eligible to draw, by lottery, for bidding position until all student training has been completed.

3. An operator who accepts employment, other than temporary, as a dispatcher clerk shall not accrue operator's seniority while working in such classification. In the event such employee returns to driving, they shall assume only the operator seniority accumulated prior to such transfer. Operators relieving dispatcher clerks for vacation, sick leave or leave of absence, etc., are considered temporary and operator's seniority does accrue during such periods. An exception to this will be employees who are accepted into a management position or into a "Management Training Program."

After 60 days of protected seniority, your seniority will be frozen for four months or upon return to the bargaining unit. Any represented employee promoted into management or selected to attend a Management Training Program will have 180 days in which to return to their previous position. The option to return to their previous position shall only be granted one time during their career.

4. Bus Operators who work as Behind-the-Wheel Trainers may do so without loss of benefits and seniority. Bus operators working as Behind-The-Wheel trainers will bid for work based on their seniority at the shakeup. When working for the Training Department, they will work and be paid for the days and hours as assigned by the Training Department. When not working for the Training Department, they will work and be paid for the days and hours of their bid-in runs.

5. Any Operator who accepts employment with the Corporation, which is outside the bargaining unit shall lose their operating seniority held at the date of moving from the bargaining unit, except as follows. Such an Employee may, for a period of up to two (2) months after accepting that position, elect to return to his/her former classification in the bargaining unit provided that there is a vacancy in that position. In such a case, upon return to the bargaining unit position, the Employee will regain his/her operating seniority as held on the date of moving from the bargaining unit.

6. No operator or dispatcher clerk shall relieve supervisors or dispatchers.

B. There shall be one seniority list embracing all dispatcher-clerks, and those employees now holding seniority in this classification. Date of seniority shall be the date that employee works first shift as a full-time dispatcher-clerk.

C. The order in which employees make their choice of work shall be determined by their respective seniority.

D. Any employee who holds operating seniority and who desires to return to operating may do so by giving thirty (30) days notice to the Corporation. Any employee who returns to operating shall go to the bottom of the extra board. Their bids shall be from the bottom of the extra board instead of their operating seniority position. At the next choice of runs, they shall bid in accordance with their operating seniority.

E. An employee shall be terminated from employment and loses his seniority in the event of:

(1) Resignation;

(2) Discharge;

(3) An employee who by reason of non-work related disability is absent from their regular duties shall be deemed to have resigned and will be terminated in accordance with the following schedule:

- after absence of twelve (12) months for an employee with between one (1) and five (5) years of service;
- after absence of eighteen (18) months for an employee with five (5) or more years of service;

Employees who are absent based on a non-work related disability and are not on an approved, legally mandated protected leave of absence (e.g., FMLA, PDL) that requires continuation of benefits shall cease to accrue pension credit, sick leave, vacation, holidays, and floating holidays. Additionally, as outlined in Section 23, SDTC will discontinue contributions to the health and welfare trust for all employees who do not meet the 40-work-hour requirement regardless of the reason for their absence. Employees on approved protected leaves who do not meet the 40-work-hour requirement will be allowed to continue their health coverage provided they continue to make the employee contributions outlined in Section 23. Employees on leave provided by Paragraph E.(3) above that are not an approved protected leave will be allowed to continue their health coverage by paying the entire cost of their coverage (full monthly premium amount). Payments will be made directly to the trust's administrator.

During the period of disability leave, the employee's attendance occurrences and miss-outs will be frozen. In other words, if the employee begins the additional leave with 13 attendance occurrences and 3 miss-outs, they will have 13 attendance occurrences and 3 miss-outs when they return from the disability leave.

F. Any reduction of employees shall be according to inverse seniority. Whenever there are any vacancies, and before any new employees are employed, employees who have been laid off and who hold seniority shall be called back in the order of their seniority; in other words, in the case of vacancies, the last employee laid off shall be the first called back, provided, however, that if any such employee fails to report within seven (7) days from the date the Corporation mails the employee a notice to report, by registered mail addressed to the employee's last address known to the Corporation, they shall lose their right to be recalled hereunder. Copy of said notice is to be mailed to the Union.

G. Employees who have been laid off continuously for six (6) months or more may be required to pass a physical examination.

H. Employees of the Corporation who have heretofore entered or who hereafter during the life of this Agreement enter the Armed Forces of the United States, for the duration of a national emergency, will regain all seniority privileges and dates with the Corporation, provided that they return to work with the Corporation within ninety (90) days of their discharge from the Armed Forces of the United States and are qualified to perform such work. Routine physical examination will be required where such absences are of a duration of over ninety (90) days. Upon returning to work as provided above, all such employees regaining seniority will be eligible for any bid for which they are qualified and to which their seniority and qualifications would have entitled them had they remained in the employ of the Corporation continuously during such absence. The Corporation reserves the option of requiring a probationary period of sixty (60) days, for medical reasons only, for all employees returning to work from duty with the Armed Forces.

This clause is open for revision and negotiation in the event that national legislation is passed requiring the drafting of men or women for work of any nature outside of the Armed Forces of the United States.

## SECTION 13

### SHAKEUPS - CHOICE OF RUNS OR WORK

A. 1. A general choice of runs shall be held three (3) times each calendar year; in the month of January, when public schools are let out for vacation, and when school starts each year. All schedules and reports involved in a general choice shall be posted at each Division at least six (6) days before full-time operator bidding commences. All regularly scheduled and all regularly operated weekday, Saturday, Sunday and/or Holiday runs and trippers will be open for bid at each general choice. Shakeups may occur at IAD and/or at KMD, at management's discretion.

2. SDTC and Local 1309 will create a working committee to explore opportunities to change the general shake-up bidding process to a computerized, web, or other more efficient automated system. The committee will create new rules and procedures for bidding, create specifications for new technology, and run tests of the new procedures. The committee will decide whether to move forward with changes to the CBA and all permanent changes must be agreed upon by both SDTC and Local 1309.

The number of operators on the Extra Board is at management's discretion. Management will establish a finite number of Extra Board positions for every breakup.

a. The Extra Board designation will contain:

1. Vacation Board

- 2. Extra Board
- 3. Report Drivers

b. Operators not selecting a full work week during Round 1 will be required to participate in the Round 2 bidding process. During Round 2, every operator will be required to complete their work week by selecting either one or a combination of the following:

1. An open and available run,
2. An open and available Extra Board position (inclusive of Vacation Board and Reports).

Operators failing to select a run or a specific Extra Board position for each day of their work week will be assigned at the conclusion of Round 2 bidding. Work assigned to operators at the end of round 2 bidding shall be taken from the original operator (in seniority order) and reassigned to new operators as they graduate training. The original operator that received the mandatory assignment will then be considered “straight Extra Board” and will become eligible to bid on TBS work at the weekly bidding.

c. The Corporation retains the right to move the shake-up dates in regard to significant service changes that affect the region, so that service changes may be made in conjunction with other MTS Operators or other agencies that operate in the region.

1. Full time operators will bid before part time operators.
2. Operators working holidays are as follows:

a. Any operator bidding a run with a matched holiday run, and the holiday does not fall on their regularly scheduled day off, or;

b. Any operator on the extra board that has not bid a run with a matched holiday run and the holiday does not fall on their regular scheduled day off, or;

c. Any vacation board operator whose vacation run has a matched holiday run and it is not their regularly scheduled day off, and;

d. Any vacation board operator whose vacation run does not include a matched holiday and it is not their regularly scheduled day off.

e. Any full-time regular operator may bid an unmatched holiday run provided that the holiday does not fall on their regular day off.

f. In addition, mandatory work assignments will be given in reverse seniority order to cover holidays after all day off volunteers have been exhausted. Only Operators with less than 5 years of service may be mandatorily assigned, unless the Company is unable to mandatorily assign enough Operators to cover the work. If this occurs one time, the Company may mandatorily assign Operators with less than 10 years of service.

g. Operators who have a bid run will work that run when the same level of service is implemented on the holiday (i.e., if an Operator has a Sunday run bid and a Sunday level of service is implemented on the holiday, the Operator of the Sunday run will work his/her bid work unless the holiday falls on the Operator’s regularly scheduled day off).

d. The procedure under this paragraph shall be as follows:

1. Open holiday runs will be posted on the open run board for bid the week before the holiday occurs, and all bids will be for that holiday only.
2. Open holiday runs can be bid by any regular operator who does not have a holiday assignment bid and the holiday does not fall on their regularly scheduled day off.
3. Holiday runs will be matched by the Corporation with Sunday or weekday runs as defined in the current Agreement, except on Martin Luther King Day, when the level of service will be based on operational need. On President's Day, or when a holiday falls on a weekend but is observed on a weekday, Saturday or Sunday runs may be used on the "observed holiday" as specified by the Corporation. Only those runs that are unmatched or those that fall on the original operator's scheduled day off will be posted for bid.

- e. At the time a general shakeup is posted the number of reports posted shall be at management's discretion.
- f. Any operator wishing to bid a posted report during the first round of bidding must bid reports for five days. Operators bidding a report on round two of the shakeup, may bid one (1) or more days of the report and must allow twenty-two (22) hours from the commencement of report to the commencement of the next day's assignment, if bid in. During each shakeup, the dispatcher on duty can assign any additional amount of reports they deem necessary.
- g. Any operator bidding a report at the general shakeup, will be considered an extra board operator and subject to all conditions of extra board operators in this Agreement.
- h. The Corporation may change the report time up to 90 minutes if it is deemed necessary by the Corporation without need of a shakeup provided an operator shall be given a week's notice.
- i. Any operator having a bid report will work that report on any holiday if that holiday is not their regularly scheduled day off.
- j. At the time of first bidding, operators will bid, according to operating seniority, division, day or night category, their days off, and either regular runs (all in either day or night category, including combination work week), the extra board of their choice (day, night), or any of the items which constitute a "combination work week" (as defined below), except weekday runs (item number 4), which may be bid during relief bidding. When full time operators bid a run and tripper combination they may work a 12.5 hour spread.

Definition: Combination Work Week

Any combination of items numbered (1) through (7) below which provides five (5) consecutive days of work shall constitute a "combination work week."

- (1) One (1) or more pieces of work totaling six (6) hours or more of work time daily;
- (2) A Saturday only run;
- (3) A Sunday only run;
- (4) A weekday only run;
- (5) A holiday run;
- (6) Four (4) days or less on the extra board;
- (7) One (1) or more days of report.

Each day involved in a "combination work week" shall pay a minimum of eight (8) hours, provided additional work can be assigned these operators. If the additional daily time exceeds eleven (11) hours spread, spread overtime will be paid. Only time worked in excess of forty (40) hours per week will be paid for at the overtime rate. Such combination work weeks, when bid in, shall be given an identification number and all provisions of the Agreement applicable to regular runs shall apply.

1. Operators bidding regular runs, relief runs, or a combination work week must allow ten (10) hours between the completion of one day's work and the commencement of the next day's work.
2. After the completion of the first bidding, all open regular runs, including any trippers bid with them, and all unbid trippers and unbid reports shall be posted for each day of the week. Extra board operators, except those who have already bid five days work in a combination work week, may bid, according to seniority, from these open runs, trippers and unbid reports to (1) make a relief run, (2) complete a relief run partially bid at the time of the first bidding, (3) make a combination work week, or (4) complete a combination work week partially bid at the time of first bidding.

Operators bidding relief runs or combination work weeks may or may not, as they choose, bid any trippers available with regular runs.

3. Extra board operators bidding during relief bidding must stay in the same day or night category, and must keep the same days off that they bid at the time of first bidding.
4. Regular runs and relief runs as bid at a general or partial division shakeup or at the weekly bidding will continue in effect with the same runs and days off until the next general or partial division shakeup.
5. Relief and combination runs may be repackaged or broken into individual runs at the Corporation's discretion and then posted on the open run board, excluding combination/relief runs with Sunday off.
6. If a regular operator, having bid a tripper in conjunction with their run, relinquishes said tripper, and the relief run operator has bid such tripper the relief run operator shall not lose their rights to such tripper because of the regular operator's relinquishment of it. A regular operator who wishes to relinquish a tripper for one (1) or more days must do so by submitting in writing their wishes to the dispatcher by 12:00 noon on the Thursday of the week before the relinquishment is effective.
7. A general choice of runs shall be spread over a nine (9) day period. A bidding schedule defining the seniority range for each bidding day will be posted with the general shakeup posting. Five (5) full days after posting, all full time operators will bid as described herein. There shall be no bidding on holidays (excluding birthdays or personal holidays).

#### General shakeup bidding

Session one of bidding will begin on Saturday at 9:00 A.M. Approximately 40% of fulltime operators will bid during session one. If a Bus Operator's name has been called but they are not present, the union representative will be given the same 3 minutes the Bus Operator had to pick a run to contact the Bus Operator to get their selection.

Immediately after every session of bidding, SDTC will post reports showing the remaining available: day off combinations, runs, extraboard and vacation extraboard positions. These reports will be provided to the union via electronic transmission.

Session two of bidding will begin on Sunday at 9:00 A.M. Approximately 35% of fulltime operators will bid during session two.

Session three of bidding will begin on Saturday at 9:00 A.M. All remaining full time operators will bid during session three.

Relief bidding

Relief bidding will be conducted on the Sunday of the weekend immediately following general shakeup bidding as follows:

Relief bidding session one will begin on Sunday at 8:00 A.M. and will be conducted in at least three sessions until completed. There shall be a one hour break between relief bidding sessions. If necessary, spillover bidding may be conducted on Monday.

SDTC and Local 1309 may adjust the number of bidding sessions, the session start times, and percentages bidding per day by mutual agreement.

At least two (2) full days after relief bidding, SDTC will package the remaining work, at their discretion, for part time drivers. The number of packages will equal the number of part timer drivers. Part time drivers will not be eligible for spread time premium, pay guarantees, penalty pay provisions, overtime, or holiday pay. Part time drivers on the extra board may work special events provided the daily and weekly hours limitations are not exceeded.

1. No combination of run and trippers shall exceed ten (10) bus hours or twelve and one-half (12.5) hour spread.
2. Effective with the June 1996 shake up: All round one (1) work bid by an operator must work to/from their home division identified as either Division 1 (IAD) or Division 2 (KMD). During round two (2) (and from any subsequent weekly bidding), Operators will be allowed to bid their work from either division.

B. If an operator is not present at the time of bidding but has submitted a signed bid slip, the Dispatcher or Union representative may choose a run for said operator based on the signed bid slip. In the event said operator is not present and has not left a choice with the Dispatcher, the Union representative will not choose on the Operator's behalf. The Union representative will be given the same 3 minutes afforded to other Bus Operator to contact the Operator to get their selection. After the 3 minutes have elapsed, the bid process will move on to the next Operator on the list.

C. No operator shall suffer loss of wages due to bidding once at a general or partial division shakeup. No operator shall have a claim to be paid to bid a second time at a general or partial division shakeup, unless required to rebid as the result of an error by the Corporation. No operator shall be assigned to the shakeup board on the day they are to bid without said operator's consent.

D. All scheduled work left unbid at the close of the shakeup shall remain open until the first weekly posting after the effective date of the shakeup.

E. The Corporation shall furnish the Union with a "General Seniority List" in January of each year, and with a choosing seniority list at the time the schedules for a general or partial division shakeup of runs are posted, together with a list of operators in their order and time of choosing, and furnish work sheets and sets of schedules, headway sheets, and notice of any change in schedules.

F. A general shakeup of work for dispatcher clerks shall be held within two (2) weeks after a general shakeup of the operators. At each general shakeup all shifts shall be open for bid according to seniority. Duties of each shift shall also be posted. All shifts involved in a general shakeup shall be posted at the division at least five (5) days before bidding commences.

G. The Corporation shall furnish the Union with a dispatcher clerk seniority list, duty sheets, and sets of shift schedules for each dispatcher clerk shakeup.

H. In case of reduction in the number of dispatcher clerk shifts, a general shakeup shall be held.

I. When a dispatcher clerk shift is permanently vacated, there shall be a system shakeup held within one (1) week, beginning with the first employee below the person vacating a shift.

J. If the starting or ending time of a dispatcher clerk shift is changed to the extent of thirty (30) minutes or more, there shall be a system shakeup held if the operator holding the changed shift so desires.

K. 1. On Monday all open weekday, Saturday, Sunday, holiday and Sunday-holiday runs, posted trippers, unbid reports, runs available for making relief runs, vacation runs and vacations shall be posted for bid at 7:00 A.M. in all divisions. Posting shall show route, division, run number, days off, commencing and ending time and pay time. Extra board operators bidding a combination workweek must stay within their day or night board category and will not be permitted to change days off. When bidding an unbid report, an extra board operator must allow twenty-two (22) hours from the commencement of report to the commencement of the next day's assignment, if bid in. Such extra board operator shall not be considered a regular operator and may be assigned other work in addition to the daily work contained in their combination workweek. The operator shall work the extra board on the days for which the operator has no work bid in and on such days all applicable provisions of the Agreement which apply to the extra board operators shall apply. Schedules posted for bid Monday shall remain posted until Thursday at 12:00 Noon. The successful bidder shall work the new run on Sunday. An operator who bids a run or combination work week off the "open run board" shall work the same for sixty (60) days and shall not be eligible to relinquish their run or combination work week or bid again during that time, except at a general or partial division shakeup; provided, however, that when the Corporation changes a schedule which is contained in a combination work week, the operator holding same must relinquish the combination work week within seven (7) days or they will be restricted by the above sixty (60) day requirement.

2. Any operator returning from military leave or any new operator bidding their first run from the "open run board", shall be exempt from the sixty (60) day clause during the time they are on said run only.

3. The above shall not apply if there is going to be a change of schedule within the next seven (7) days. Where a regular operator has been forced to bid a run through a partial division shakeup or otherwise, the sixty (60) day limit does not apply.

4. A run held by an operator who is on an extended illness, leave of absence or working temporarily as a dispatcher clerk, behind the wheel trainer (BTW) or extended layoff for Union business, regardless of days off, shall be posted for bid on the "open run board", to be bid on by straight extra board operators only. The successful bidder shall work the run until the original operator returns to work, except for BTW work coverage which will be handled as defined in 4(a).

None of the above shall be posted for bid unless the absence or vacancy is expected to be of at least one (1) week's duration, except for BTW work coverage which will be handled as defined in 4(a).

Extra board operators bidding a temporary bid must be available for work on holidays, notwithstanding any other provision of this Agreement.

4a. The BTWs' work shall be posted based on their planned use in the Training Department. The work may be posted for a duration of one week to as many consecutive weeks as forecasted, based on need, up to the end of the shakeup. Management reserves the right to place the BTW back on their bid in run for one day up to the whole week, in which case, the operator who bid on the BTW's run shall return to the extra board in the same division/day/night category as the BTW run for that time period and the BTW will work their bid in assignment. Management also

reserves the right not to process the bids for BTW weeks during the weekly shakeup, despite them being posted, if the forecasted needs change between posting and processing of the weekly shakeup. Operators who successfully bid BTW runs will receive a copy of the rules governing coverage of the work. Management will endeavor to provide extra board operators 2 days advance notice if they will return to the extra board.

5. An operator working a temporary bid shall be permitted to bid on any regular run posted on the open run board.

L. Any regular operator going to the bottom of the extra board shall be assigned their days off by the dispatcher. Sunday shall be the effective day of any switch from regular operator to extra board operator.

M. All newly scheduled work shall be posted for bid Monday morning following the effective date of such newly scheduled work. When newly scheduled trippers are posted for bid, an extra board operator working a combination work week may bid on one (1) or more posted trippers to replace trippers bid in on their original combination work week.

N. Only by mutual agreement will any operator be given a hold down on any run, tripper, or other work. In order to lessen the impact of the extra board on newly-graduated bus operators, the union will allow management to hold back open work from posting for a period of three (3) weeks for temporary hold down assignment to newly graduated bus operators. After the three-week hold down, the newly graduated bus operators will operate the work they bid upon graduation. The work that was held back will be posted for normal bidding once the three-week hold down is complete.

O. When any of the following conditions occur, it shall constitute a change of schedule:

(1) When the pay time, spread time, commencing or ending time of any run is affected to the extent of thirty (30) minutes or more per weekday or forty-five (45) minutes on Saturday or Sunday.

(2) A change in route, wholly or which varies more than two-thirds (2/3) of one mile in any direction from the existing route.

(3) Splitting a straight run.

P. 1. In the event management determines the need for additional workweeks to be posted, they shall be posted in the weekly bidding and bid by seniority.

2. In the event days off become open on the extra board, they shall be posted for bid on the open run board to be bid on by all straight extra board operators.

Q. Any tripper may be changed, canceled or transferred from one division to another without the need for a shakeup. When a posted tripper has been bid in conjunction with a run, an operator may relinquish a tripper without relinquishing their run.

R. Sunday will be the day on which schedules, as a result of any shakeup, shall become effective.

S. 1. Except as provided in sub-paragraph T. 2. below, all transfers of extra board operators from one division to another shall be made on a day-to-day basis. Such transfers shall be made from the lowest seniority position of those operators available. Travel time shall be paid from and to the operator's home division, provided they have not been given notice of transfer prior to the completion of their previous day's work.

2. Transfers for the duration of a shakeup shall be made in accordance with requests, if any, seniority prevailing. If there are no requests, the transfers shall be made in accordance with inverse seniority. The operator being transferred shall be entitled to their respective seniority position on the board of their choice in the division to which they are transferred. The last operator transferred shall be the first one transferred back.

3. Notice of transfers for the balance of the shakeups shall be posted seventy-two (72) hours prior to transferring.

T. 1. The extra board in each division shall consist of a day board and a night board. Work performed by day board operators shall be completed by no later than 7:25 P.M. Work that has an ending time later than 7:25 P.M. shall be performed by the night board. However, night board operators shall not be required to begin their day's work prior to 10:00 A.M., nor shall they be required to work after 4:00 A.M. Extra board operators shall bid their choice of day or night work, in accordance with their general seniority.

2. When it is necessary to temporarily transfer a day board operator to the night board, such transfer will be made from the bottom of the day board, requests, if any, being considered on the basis of seniority and availability of those making such requests. When a day board operator is temporarily transferred to night board they will receive the earliest in time based on seniority.

3. When it is necessary to temporarily transfer a night board operator to the day board, such transfer will be made from the bottom of the night board, requests, if any, being considered on the basis of seniority and availability of those making such requests. When a night board operator is temporarily transferred to the day board they shall receive the latest call time based on seniority.

4. When a regular operator relinquishes their run, they shall go to the extra board, staying at their home division and in their original day or night category, with days off as assigned by the Corporation and assume their respective seniority position, where the operator will remain for sixty (60) days before being eligible to bid again using their operating seniority number.

5. When an extra board operator relinquishes their combination work week, they shall remain on the extra board and division of their original choice, in their respective seniority position, with the same days off, where they will remain for sixty (60) days before being eligible to bid again using their operating seniority number; provided, however, that when the Corporation changes a schedule which is contained in a combination work week, the operator holding the same may relinquish the combination work week within seven (7) days and will not be restricted to the above sixty (60) day requirement.

6. The mechanics of the day and night board may be changed by mutual agreement. A rotating extra board may be established by mutual agreement.

7. The Transportation Department will use the most efficient means available to transfer operators between divisions when prior notice is not possible.

When an operator is needed immediately at the other division, whatever transportation method is most efficient and convenient to both the operator and the Corporation will be used. Examples of such are: (1) do a bus pull out from the operator's home division; (2) take a relief car to the other division and then bring it back when the assignment is finished; (3) take their own car if they wish to; (4) have a Field Supervisor transport the operator to the other division. If you are requested by the Company to go to the other Division in your own vehicle, you will be compensated 32¢ per mile on a mutually agreed upon deadhead. If the operator is given instruction to report to the other division in an hour's time or less, and chooses not to take their own car, the Corporation will assume the responsibility of transporting the operator.

If the operator is given over sixty (60) minutes to report to the other division, it will be the operator's responsibility to get to the other division and if necessary, back to their home division. In this instance the operator will be paid twenty minutes travel time to and from their home division. If it is necessary for an operator to return to their home division by regularly scheduled bus service the operator will be paid the running time of the route plus transfer time to the first available bus returning to the division by the most direct route. It is the responsibility of the operator to immediately notify the Dispatcher upon arrival at the division.

8. Twenty minutes travel time shall be paid to/from one division to the other if an operator is required to report to other than their home division provided notice of transfer was not made prior to the completion of the previous day's work.

U. 1. Vacation extra board shall be bid at the shakeup, the same as regular runs. On the operator's first bid, they shall bid their vacation board position and home division. The shakeup period will be divided into whole week increments as close to six weeks as practical (some may be longer, some may be shorter).

After the shakeup is finished, the operator shall complete their vacation relief runs by bid slip for the increments (normally around six weeks) of that shakeup. Thereafter, the operator shall select choices for the next period. This process shall be repeated throughout the shakeup. Vacation relief runs shall be the same as regular runs, except as provided under 13.A.

2. If for any reason there is a question as to who should be on a run, the regular operator who bid the run shall have the run and the vacation relief operator shall go to their home division, extra board of their choice in their proper position and retain the days off they had in the previous week.

3. In the event a vacation relief operator has a vacant week, they shall go to their home division, extra board of their choice and retain the days off they had in the previous week.

4. Vacation relief operator must bid a vacation assignment if one is available.

5. If a regular operator has a vacation bid in and changes their run by bid, the vacation relief operator will work the new run. If a vacation relief operator has a run bid in and changes their vacation, the vacation run they have bid in for that time will be put up for bid for the vacation relief operators on a seniority basis providing the operator has weeks open at that time. Other vacation runs will be worked by the extra board.

6. If a vacation relief operator bids an open run, their vacation package will be posted for bid as a TBV run on the weekly bid board.

7. The mechanics of vacation relief bidding may be changed by mutual agreement between the Union and the Corporation.

V. Employees who have been absent for any reason for 90 days or more and are not scheduled to return to work by the date of a shake-up will not be permitted to bid an assignment, unless the employee has been cleared by a doctor in writing five (5) business days prior to bidding stating that the employee has been released to return to their job. Such clearance must be provided to the Manager of Transportation, Division Managers or their designated representatives during normal business hours. Employees returning to active duty during the shake up shall work the extra board based on their bidding seniority. At the next shake-up, such employee will be allowed to bid based on seniority pursuant to normal procedures. In the event the employee does not return to work, the employee shall relinquish their run for the remainder of the shakeup, keeping their home division, days off and day or night category. (The foregoing paragraph shall not apply to an employee on maternity leave.)

## SECTION 14

### GUARANTEE HOURS AND RUNS

A. All regular runs shall be guaranteed a minimum of eight (8) hours work time daily. Operators bidding regular runs shall bid a minimum of five full-day duties, or five full-day duties combined with trippers to be completed in five (5) consecutive days. Overtime shall be paid for all time worked in excess of forty (40) hours weekly.

B. 1. Each full time extra board operator shall be guaranteed a minimum of eight (8) hours work time daily, and a minimum of forty (40) hours work time each week, to be completed in five (5) consecutive days, provided they have incurred no absences and have accepted all work offered.

2. A full time extra board operator shall perform any work offered in addition to or in lieu of all or part of their original assignment, provided such changed work offered does not require the employee to work in excess of the spread hours provided in Section 14, Paragraph C of this Agreement.

3. Time lost by a full time extra board operator as a result of bidding once at a general or partial division shakeup shall not reduce their guarantee. No extra board operator shall have a claim to full guarantee to bid a second time at a general or partial division shakeup unless required to rebid as the result of an error by the Corporation.

C. A full time extra board operator's work or student's work must be completed within twelve (12) hours from the time he or she reports for duty, except as may be required in Section 16, Paragraph N.

D. 1. Work that has been bid by a regular operator shall be assigned to an extra board operator in the manner deemed most efficient and cost effective.

2. No A.M. tripper which has work time prior to 10:00 A.M. which has been bid preceding a night run shall be assigned to night extra board operators.

E. 1. All operators shall bid two (2) consecutive regular days off each week. Operators shall bid their days off at the shakeup. Dispatcher clerks shall have the days off shown on the schedule of the work they choose. Not less than fifty-four (54) consecutive hours shall constitute the days off for extra board operators.

2. 7<sup>th</sup> Day Work: An operator may voluntarily work both of their days off in a seven day period.

3. The Agency shall endeavor to fill all unassigned work with Regular, Extra Board and volunteer to work operators. After all available Regular, Extra board and volunteer to work operators have been assigned, the remaining work to cover may be mandatorily assigned to regular day off operators by inverse seniority order. However, Operators on the mandatory day off work list may be temporarily skipped, resulting in mandatory assignments to higher seniority day off operators, in order to meet minimum call back time and other lawful mandates. If an Operator is skipped, they will be first up for the next mandatory assignment. Once an Operator works a mandatory assignment, they shall not be mandatorily assigned again until the list is exhausted or until thirty days has elapsed, whichever comes first. Only Operators with less than 5 years of service may be mandatorily assigned, unless the Company is unable to mandatorily assign enough Operators to cover the work. If this occurs one time, the Company may mandatorily assign Operators with less than 10 years of service. Failure to work mandatorily assigned work without good and sufficient cause, as determined by management, will result in disciplinary action up to and including termination of employment.

F. 1. Fifteen (15) minutes shall be allowed for first pull-out; fifteen (15) minutes shall be allowed for subsequent pull-outs; ten (10) minutes shall be allowed for relief time at the commencement of a run or assignment.

As to turning in lost items, requesting delay time pay and making farebox readings on pull-ins, the present allowance of fifteen (15) minutes and ten (10) minutes provided in the above paragraph are understood to cover such duties.

G. Pull-outs, relief, travel and check-in time shall be included in working time, and shall be indicated on the schedules.

H. 1. Operators may be required to travel by bus or relief car when making a relief. SDTC shall endeavor to schedule reasonable travel times to and from relief points. Relief points will be identified with posting of the shakeup. The safe operation of relief cars and the making of timely reliefs shall be the critical determinants in scheduling travel times. Time of day, day of week, and traffic patterns will also be considered in scheduling travel times. Any travel time problems discovered during routine operations may be submitted to SDTC Operations for investigation. When deemed necessary and possible, corrections will be made immediately. If the problem cannot be solved immediately, it will be corrected at the next shakeup.

I. No employee shall suffer loss of pay time on a regular run due to a change in schedule of their run except as a result of a general shakeup.

J. In the case of a change in the starting time of a run, the operator holding the run shall be given personal notification of the change prior to the effective date of the change.

K. The percentage of operators with Sunday off shall not be less than 55% of the number of regular runs scheduled to work during the weekday on which the most runs are operated.

## **SECTION 15**

### **DISPATCHER CLERK GUARANTEE HOURS, SHIFTS**

A. Eight (8) consecutive hours shall constitute the work shift for dispatcher clerks. No dispatcher clerk's shift shall exceed eight (8) hours. Each shift shall contain a thirty (30) minute paid lunch period. Any additional time added to dispatcher clerk shifts shall be negotiated between the Union and the Corporation before being instituted.

B. No shift shall have a starting time after midnight or before 3:45 A.M.

C. All regular shifts shall be guaranteed a minimum of forty (40) hours of pay time each week, to be completed in five (5) consecutive days.

## **SECTION 16**

### **RUN AND TIME REQUIREMENTS**

A. 1. Eighty percent (80%) or more of weekly service hours shall be written into regular runs, the remaining regularly scheduled service hours to be posted for bid as trippers.

2. The following percentages must be observed in the establishment of regular runs, and shall apply separately to day runs and night runs except as to straight runs:

Straight runs.....65% or more.

Not less than 60% of day runs to be straight, balance on night runs.

Split runs to be completed in twelve (12) hours or less.....15% or less.

Balance of split runs to be completed in eleven (11) hours or less. The company agrees to cap “interlining” at the levels established upon ratification (20%) during the term of the agreement (2007-2011).

3. Each schedule shall contain sufficient running time to enable the operator to comply with safe operating practices as provided in the Corporation's Bus Operators manual and to adhere to the traffic laws. Schedule recovery time shall be determined by SDTC.

4. Both parties agree that, pursuant to Paragraph 11(F) and 12(C) of Industrial Welfare Commission Order 9-2001 (effective July 1, 2004 as amended) (herein “the IWC Order”), the meal and rest period requirements of the IWC Order do not apply to the Corporation's bus operators, and instead, the following is agreed to: Operators working straight runs of 6 hours or more will receive a minimum of 50 minutes of aggregate break time distributed throughout the schedule to be used by the operator as their meal and rest periods. The 50 minutes will not include durations of less than 5 minutes or any time prior to the run's first in-service trip. The meal and rest period may coincide with the schedule recovery time.

5. SDTC and ATU agree to establish a Joint Schedule Review Committee (composed of an equal number of representatives from ATU and SDTC) to be convened monthly. Operators may submit individual claims of insufficient meal and rest period time to the Committee for review. The Committee will:

- A. Review individual submissions of insufficient meal and rest periods submitted from Operators. Operator submissions must be specific and must contain at least 10 working days of detailed information. At a minimum, submissions must include the time(s) of day and the location(s) that breaks were not received and an explanation of why breaks were not received. The first two weeks of a shakeup will be excluded from consideration.
- B. Determine the report's merit by determining if the issues are individual operator training/skills related, or schedule related. The committee will use the following evaluation criteria:
  - i. Review available data to confirm the submissions' accuracy.
  - ii. Evaluate comparative peer performance on the same run during the same shakeup or the same run from the previous shakeup.
  - iii. Review the Operator's historical long-term on-time performance record compared to their peers that operate on the same route and service day type, at the same general time of day. GPS data and supervisory observations and/or reports will be used for the comparison.
  - iv. Determine if the Operator has responsibly performed his or her assigned duties as required by Corporation policy, procedures and/or directives.
  - v. Quantify the frequency of the occurrence. For a run to be deemed deficient of the 50 minutes it must be deficient at least 60% of the time.
  - vi. Issue a determination within 60 days of the initial review. This 60 day window would allow the discussion to be identified in the first meeting and allow for the time necessary to research and present a response at the next meeting.

C. Consider alternative methods of providing meal and rest periods as necessary.

6. SDTC agrees to make its best effort to correct valid deficiencies in meal and rest periods. A non-compliant run discovered in one shakeup would be adjusted at the commencement of the second shakeup following the determination. For example, in a three shakeup time frame, valid meal and rest period problems in the first shakeup will be adjusted no later than at the beginning of the third shakeup and valid meal and rest period problems in the second shakeup will be adjusted no later than at the beginning of the first shakeup, etc.

7. Any disputes concerning the application of meal or rest periods will be resolved by final and binding arbitration.

8. If it is determined by any court, administrative agency or arbitrator that this meal and rest period agreement violates any state or federal law, or if the IWC Order or the law is amended to make this agreement invalid, then the parties shall negotiate within a 60 day period from such determination a new meal and rest period agreement to replace this agreement.

9. All routes with one-way running time in excess of forty-five (45) minutes shall have two terminals, except for routes currently in existence with less than 45 minutes running time which already have two terminals.

B. 1. No regular run shall have more than one (1) split, and all regular runs shall be completed within a twelve (12) hour spread. No extra board or operator on report shall have more than one (1) unpaid split. Extra board and operators on report may signify to the dispatcher that they elect to work up to a 12.5 hour spread on any particular day.

2. At least 45% of all straight day runs and at least 45% of all straight night runs shall operate on the line of origin or within the same route group. A route group may include up to two routes that are intentionally paired together by design (for example, the 31/105, 105/44, and the 2/210).

C. 1. If the spread of any run exceeds eleven (11) hours, time and one-half shall be paid for all time over eleven (11) hours. If the spread of any run exceeds eleven (11) hours, the straight time of the run shall be reduced by the amount of the spread exceeding eleven (11) hours and indicated on the schedules.

2. (a) Extra board operators shall work regular operator's run and tripper, if any, under the same spread overtime provisions as does the regular operator.

(b) When an extra board operator's assignment consists of a run and/or other work, the employee shall receive the time and one-half rate after an eleven (11) hour spread.

(c) When an extra board operator's work consists of trippers and/or other work, or both, the employee shall receive time and one-half after an eleven (11) hour spread.

D. A split of one hour or less in a regular run shall be computed and paid for as a continuous time worked, and indicated on the schedule. This clause does not apply to the required break between run and tripper combinations that are bid in. A split of one hour or less in the schedule of an operator on report or extra board shall be computed and paid for as continuous time worked. Extra board and operators on report assigned a run and tripper will be paid for the break time between the run and tripper if less than one (1) hour.

E. Neither portion of a split run shall have less than two (2) hours' pay time, which shall be computed as time worked and indicated on the schedule.

F. When equipment changes routes during a run, sufficient time will be allowed for taking readings, and changing signs. A minimum of five (5) minutes shall be provided for making reliefs except in the case of reliefs being made on same schedule.

G. For reports otherwise not provided for herein, operators shall be paid the actual time required, in accordance with Section 17B, for making out required reports at the division or Corporation office. Any operator who has been requested to make a written report to the Corporation or who has knowledge of any accident or passenger incident and fails to submit the completed report as appropriate on the day of occurrence or request may be subject to disciplinary action.

H. Operators shall be paid the actual time required, in accordance with Section 17B, for making accident reports. Supervisor approval is necessary if completing the report takes longer than one (1) hour.

I. 1. When employees are required to attend court or to interview with the Risk Department as the result of witnessing or being involved in an accident, or other matters which occur while performing assigned duties, they shall be paid at their regular rate of pay for such time, or such time as they lose from their work, whichever is greater, plus traveling time.

2. When the above applies on an employee's day off, the employee shall receive a minimum of eight (8) hours' pay at the straight time rate, plus portal-to-portal travel time.

J. 1. Operators shall not be required to report/call for their run more than twice in any day to protect the pull-out board, and shall be paid the regular rate of pay for all report time. Operators on second report may be assigned out of rotation.

2. Operators will be compensated for actual time on report.

K. If a dispatcher clerk is requested to make a report at a time other than during the regular shift hours or immediately previous to their starting time or immediately after the termination of their shift, the employee shall receive a minimum of one (1) hour's pay at the regular rate.

L. A minimum of two (2) hours' time shall be paid dispatcher clerks for extra work when time worked is less than two (2) hours, except work performed immediately previous to or immediately after a regular shift.

M. (1) No regular operator can be required to perform work beyond their regularly scheduled day assignment, except as outlined in Section 16 N, mandatory day off assignments outlined in Section 14.E.3 notwithstanding.

(2) The Agency shall endeavor to fill all extra service (e.g., Padres Extras) with volunteer and Extraboard employees. All extra service assignments not filled by volunteer or Extraboard help will be assigned in inverse seniority. Only employees with less than 5 years of service will be mandatorily called back to work.

N. In case any operator's relief fails to show up on time, the operator shall notify the radio dispatcher and proceed to the terminal and back to the relief point, other provisions of this Agreement to the contrary notwithstanding.

O. Time allowance for extra work of less than two (2) hours' duration shall be made in the following manner:

(1) Extra work that is started within the two (2) hour period prior to the commencement of a run or assignment shall be allowed continuous time from the start of the extra work until the commencement of the run or assignment.

(2) Extra work that is performed between the two portions of a split run shall be allowed continuous time from the end of the first portion of the run to the completion of the extra work, or from the start of the extra work to the start of the second portion of the run, whichever involves the smaller continuous time, provided that in neither case shall the time allowance which shall include the extra work exceed two (2) hours.

(3) Extra work that is completed within the two (2) hour period after completion of any run or assignment shall be allowed continuous time from the completion of the run or assignment until completion of the extra work.

(4) In all other cases, two (2) hours' time allowance shall be made for extra work when actual working time is less than two (2) hours.

## SECTION 17

### RATES OF PAY

A. The rates of pay for employees hired shall be as follows effective January 1, 2025 through December 31, 2027:

(Student operators shall be paid at the straight time rate for all hours worked, including holidays up to 40 hours per week. All hours over 40 hours in a week shall be paid for at 1 1/2 times the straight time rate subject to the conditions noted in F. 2. below.)

#### Contribution

\$300 contribution to new bus operators hired after December 31, 2021 payable no later than second pay period after completion of their probation. Upon request of employee, contribution may be added to employee's tax deferred 457b plan or other approved account. Management has discretion to modify or discontinue bonus at any time.

### FULL AND PART-TIME OPERATORS WAGE PROGRESSION

Bus Operators Hired Prior to December 16, 2021					
	7/1/2024	12/29/2024	6/28/2026	6/27/2027	
<b>Student</b>					
<b>Grad - 12 Months</b>					
<b>13 - 24 Months</b>					
<b>25 - 36 Months</b>					
<b>37 - 48 Months</b>	<b>\$ 25.56</b>	<b>\$ 27.86</b>	<b>\$ 28.97</b>	<b>\$ 30.13</b>	
<b>49 - 60 Months</b>	<b>\$ 25.87</b>	<b>\$ 28.20</b>	<b>\$ 29.33</b>	<b>\$ 30.50</b>	
<b>61 - 72 Months</b>	<b>\$ 26.27</b>	<b>\$ 28.63</b>	<b>\$ 29.78</b>	<b>\$ 30.97</b>	
<b>73 - 84 Months</b>	<b>\$ 26.58</b>	<b>\$ 28.97</b>	<b>\$ 30.13</b>	<b>\$ 31.34</b>	
<b>85 - 90 Months</b>	<b>\$ 28.35</b>	<b>\$ 30.90</b>	<b>\$ 32.14</b>	<b>\$ 33.42</b>	
<b>Thereafter</b>	<b>\$ 33.79</b>	<b>\$ 36.63</b>	<b>\$ 38.09</b>	<b>\$ 39.62</b>	
All Bus Operators whose seniority was increased to 37 months by the prior CBA will continue to progress through the pay table above.					

Bus Operators Hired After December 16, 2021				
	7/1/2024	12/29/2024	6/28/2026	6/27/2027
Student - 12 Months post Graduation	\$24.09	\$ 27.13	\$ 28.21	\$ 29.34
13 - 24 Months	\$25.56	\$ 27.86	\$ 28.97	\$ 30.13
25 - 36 Months	\$25.87	\$ 28.20	\$ 29.33	\$ 30.50
37 - 48 Months	\$26.27	\$ 28.63	\$ 29.78	\$ 30.97
49 - 60 Months	\$26.58	\$ 28.97	\$ 30.13	\$ 31.34
61 - 66 Months	\$28.35	\$ 30.90	\$ 32.14	\$ 33.42
Thereafter	\$33.79	\$ 36.63	\$ 38.09	\$ 39.62

Dispatch Clerk Wages				
	7/1/2024	12/29/2024	6/28/2026	6/27/2027
1st 6 Months	\$ 28.95	\$ 28.97	\$ 30.13	\$ 31.34
2nd 6 Months	\$ 29.24	\$ 30.90	\$ 32.14	\$ 33.42
Thereafter	\$ 32.53	\$ 36.63	\$ 38.09	\$ 39.62

**Note:** Part-Time operators will receive one (1) year of credit for each 2080 hours worked towards the wage progression when they go full-time.

B. All work performed in excess of forty (40) hours per workweek shall be paid for at the rate of time and one-half. Overtime will no longer be paid after 8 hours in a day. Sick leave and unscheduled vacation time will not count as hours worked.

C. 1. All day-off work shall be guaranteed a minimum of five hours and twenty minutes (5:20) work time and shall be paid for at the time and one-half rate of pay, provided that the employee has worked their entire weekly schedule (this shall not apply to employees signed off by the union or who were on vacation, jury duty, or bereavement leave). This day off assignment must be completed in its entirety for the guarantee to be effective.

2. In order to be eligible for the overtime premium provided for in this paragraph, an employee must have completed all their assignments during their five regularly scheduled work days in that week, unless the failure to do so is approved by the Employer or the time missed was due to the employee being signed-off by the Union or time on vacation, jury duty, or bereavement leave. Operators who take an approved company "layoff" will receive credit toward weekly overtime calculations in the amount of 8 hours or the actual time worked, whichever is more. This is regardless if the layoff is paid or unpaid. Operators choosing paid layoffs will be paid from sick or vacation accruals.

D. Operators assigned a student(s) to instruct shall be paid \$2.00 per hour in addition to their regular rate of pay. Dispatch Clerks assigned a trainee to instruct shall be paid \$2.00/hour in addition to their regular rate of pay.

E. 1. All work performed on the following five (5) selected eligible holidays shall be paid at the time and one-half rate of pay. In addition, employees will receive 8 hours of holiday pay for each holiday, subject to the qualifications cited elsewhere in this section:

New Year's Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

In order to qualify for this aforementioned holiday pay, the employee must complete their assignments on the holiday and on their last scheduled work day preceding and their first scheduled work day following a holiday.

All work performed on Martin Luther King Jr. Day, President's Day, Easter Day, Memorial Day, Employee's Birthday and two Floating Holiday's shall be paid at the straight time rate. In addition, employees will receive 8 hours of holiday pay for each holiday, subject to the qualifications cited elsewhere in this section. An operator working their day off on Martin Luther King Jr. Day, President's Day, Easter Day, Memorial Day, Employee's Birthday and two Floating Holiday's shall be paid at the time and one-half rate of pay. Hours worked on a holiday shall contribute towards the 40 hour weekly overtime calculation. (This is an exception to the provision of only paying overtime after 40 hours in a week). Holidays will be observed on the day as proclaimed by governmental decree for all full-time employees.

E. 2. All operators hired after 1/1/96 will be eligible for holidays as follows:

From 0-3 years:  
New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

add after 3 years the following additional days:

President's Day  
Martin Luther King Jr. Day  
Easter Day

add after 5 years the following additional days:

Employee's Birthday  
2 Floating Holidays to be bid in December

3. During any period of extended absence, an employee will only be entitled to receive holiday pay if they work their regularly scheduled shift before and after the holiday. Unless provided otherwise by applicable law, this provision will prohibit all employees on leaves of absence from receiving holiday pay.

F. Time worked on the above-agreed legal holidays shall be used in computing the basic workweek. Employees who are scheduled off due to a holiday, but do not qualify for holiday pay, will be given the choice to work on the holiday (at straight time pay) or take the day off without pay.

G. All employees shall be allowed ten (10) hours rest after completing a day's work, except when an employee changes run or shift by bid or choice.

H. Uniform Credit: Employees will be given \$250 credit to purchase new uniforms on or around January 15 each calendar year. In order to be eligible for the \$250 credit, an employee must have worked for 1,000 hours in the previous calendar year. If an employee worked less than 1,000 hours but more than 500 hours in the previous calendar year, they shall receive \$125 credit. No more than \$25 can be carried over to the next calendar year. A union shop will be used to manufacture the new polo style shirt, unless the savings from purchasing this shirt from a non-union shop is 15% or

greater. The current royal blue Haynes or JerZee blue polo style shirts may not be worn after March 1, 2009. The round outdated San Diego Transit patch may not be worn after ratification.

New drivers will receive a \$125 uniform credit upon successful completion of probation (six months from first day of driving).

I. When an employee's time card is changed so as to reduce their pay, the employee shall be given written notice of the change, not later than the Payroll Department's following workday.

J. Whether or not required to do so by law, the employer agrees to provide the following benefits for all employees covered by this Agreement:

F. I. C. A. (Social Security)  
Workers Compensation  
State Disability Insurance  
State Unemployment Insurance

It is the intent of this provision that no employee shall suffer any loss of benefits provided by the State and Federal social legislation because of any change of ownership of the Transit Corporation; or because of any exemption from coverage requirements of such social legislation which might otherwise be available to the present employer.

K. Upon proof of the death of a full time employee's spouse, registered domestic partner, child, parent, or parent-in-law, the employee shall be granted four (4) working days bereavement leave and one (1) working day unpaid bereavement leave. Upon proof of death of a full-time employee's sibling, the employee shall be granted two (2) working days paid bereavement leave and three (3) working days unpaid bereavement leave. Bereavement pay must be requested within one week following the date of the funeral. An employee who has worked at least thirty days and does not qualify for paid bereavement leave is, upon proof of death, entitled to unpaid bereavement leave of up to five (5) workdays due to the death of a spouse, registered domestic partner, child, parent, sibling, grandparent, grandchild, or parent-in-law. Employees may use sick leave or vacation to receive pay during approved, otherwise unpaid, bereavement leave. Any bereavement leave to which an employee is entitled must be used within three months following the death.

a. While on vacation, approved leave of absence, or sick leave, an employee must notify the Corporation immediately of a death in the family, at which time the employee will be moved to the bereavement status for the appropriate bereavement period.

L. a. Employees who are called for, or perform, jury duty shall be paid the difference between the jury fee and the amount they would have received had they not been called for, or performed, jury duty, if the Corporation cannot have the employee excused.

b. Any time served on jury duty shall be considered as time worked for all other provisions of this Agreement (sick leave, vacations and pension credit). Employees shall have ten (10) hours off after completion of jury duty before reporting to work.

M. For all passenger and school counts, the operator shall be paid one dollar (\$1.00) for any count taken in a four hour or less period. Two dollars (\$2.00) shall be paid for any count taken over a four-hour period.

## **SECTION 18**

### **MISS-OUTS**

A. 1. a. Operators must provide their ID number and call for their run or assignment not later than their scheduled call time. Failure to call for their run or assignment, or to make their relief on time, creates a miss-out. This applies to regular workdays and to days off voluntarily worked. An operator who misses out shall make personal contact with the dispatcher as soon as possible by telephone or in person, but no later than two hours after the call time. When an operator reports sick by telephone less than 60 minutes before call time, the employee shall be charged with a missout.

b. If an operator fails to contact the dispatcher within two hours after their original call time, management can impose appropriate discipline, given the circumstances.

c. Any operator who misses out can be assigned a new call time by the dispatcher. The operator shall appear for report or work if requested by the dispatcher. In that event, the employee shall receive a minimum of two (2) hours pay and shall be used in call time order. Failure to call for a run or assignment later than the new scheduled call time will create a second miss-out, if unexcused.

2. The weekly guarantee of an extra board operator who misses out will be governed by Paragraph B, Section 14.

3. A miss-out may be excused for good and sufficient reason, provided the operator who misses out submits a written request for same upon reporting at the division. The department head will note action taken on such requests and the request will be filed in the Transportation Office. Any operator who has an excused miss-out and works an assignment shall be paid for actual hours worked.

B. 1. When an operator has a 1st unexcused miss-out within a revolving 150-day period, there shall be no penalty.

2. When an operator has a 2nd unexcused miss-out within a revolving 150-day period, there shall be no penalty.

3. When an operator has a 3rd unexcused miss-out within a revolving 150-day period, the employee shall be suspended for one (1) day.

4. When an operator has a 4th unexcused miss-out within a revolving 150-day period, the employee shall be suspended for three (3) days.

5. When an operator has a 5th unexcused miss-out within a revolving 150-day period, the employee will be terminated.

## **SECTION 19**

### **GENERAL PROVISIONS**

1. Waiver of a violation of any provision of this Agreement by either party shall not constitute a waiver of any later violation of the same provision. Neither shall a waiver by either party of any condition of this Agreement constitute a waiver of the same right, upon notice, to require strict performance of the condition or provision thereafter.

2. Nothing in this Agreement shall be construed as waiving any rights or protection granted to the Corporation, Union or any employee under any applicable Federal or State law.

3. Union members shall be permitted to wear the Union emblem, one (1) Union button and designated shop stewards shall be permitted to wear a Shop Steward badge.

4. There shall be no discrimination in regard to days off, overtime work, extra board assignments, switches, layoffs or extra work. All day off work shall be assigned on a rotating basis.

5. The Corporation will not lay off any full-time operators except due to the reduction in service, under the following formula. Before any lay off, the Corporation and the Union shall meet on the justification for a lay off.

One operator may be laid off for each thirty-five (35) coach hours per week that service is reduced.

Operators who have been laid off in accordance with the above formula shall be called back to work under the following formula:

a. One operator will be called back to work for each thirty-five (35) coach hours of service per week which may be added after the lay off occurred. While operators are on lay off, no operator shall work on their days off for longer than a four (4) consecutive week period, at which time the Union and the Corporation shall review manpower requirements.

b. One operator will be called back to work to replace each operator who is permanently transferred or terminated for any reason.

6. The Corporation will reimburse operators for the cost of the renewal of any required bus operator and chauffeur license, reimbursement to be made by the Accounting Department.

7. Notices required to be served under the terms of this Agreement, unless otherwise specifically covered, shall be sufficiently served for all purposes herein when mailed, postage pre-paid, registered mail, return receipt requested, to the Chief Operating Officer (Transit Services), San Diego Transit Corporation, 100 Sixteenth Street, San Diego, California 92101, for service upon the Corporation, and similarly when mailed to the President and Business Agent of the Union, 7840 Lester Ave, San Diego, California 91945, and the date of the return receipt for such notices shall be the controlling date for all purposes hereunder.

8. Notations of one year's standing or more on the service record of employees will not be considered in disciplinary or discharge cases.

No reference by expression or implication shall be made to a record beyond the one-year Agreement limitation, except repeat offenders in the following categories who shall be held to a three (3) year washout period.

- \*Preventable accidents
- \*Failure to follow a management directive/insubordination
- \*Fighting/assaults/violence
- \*Sexual harassment
- \*Racial discrimination
- \*Theft
- \*Falsification of Corporation records
- \*Violation of alcohol/drug policy
- \*Violation of attendance policy
- \* Unsafe acts (e.g., speeding, running red lights, aggressive driving, rail road crossing violations)
- \* Customer service complaints

9. Employees shall not suffer loss of pay due to error in assignment of work, provided that other work, which may be offered, is accepted. Operators who are not licensed and fully cleared to work by 4:30 p.m. the previous day of their assigned run will not be able to work their scheduled run. If Operator clears between 4:30 p.m. and 7:00 p.m., management will make a good faith effort to give them a different run the next day that is as similar as possible to their scheduled run. If an alternate run is not available, the Operator will not work and will not receive pay for that day. If the Operator refuses the work offered, the Operator will be charged with an absence.

10. Operators shall be paid for their regular scheduled work, and shall not lose any time on account of shortages of coaches, breakdowns, or any conditions over which they have no control, provided they report and remain on duty

during the period of regular scheduled work, unless excused or unless four (4) hours' notice is given to operators that they will not be required to report for work. In no event shall this provision be used for the purpose of circumventing the meaning of any other provision of this Agreement.

11. a. No complaint shall be entered in an employee's personnel file unless written by the complainant. Verbal complaints will be accepted only if supported by previously submitted written complaints that are similar in nature or substantiated by video.

b. An employee may submit a written rebuttal to any formal reprimand, suspension or other detrimental entries that are in their personnel file within three (3) days of notice (days off and holidays excluded). Said submission will be attached to the corresponding discipline. Employees shall be permitted to inspect their records upon request (except for confidential previous employer reference checks), provided that evidence and reports of stealing shall not be considered part of the record, unless and until formally entered on the record. The file may be reviewed only on the premises of the Corporation in the presence of a member of management.

c. When an employee is discharged for cause in accordance with the terms of this Agreement, the termination is effective immediately and not subject to the waiting period for personnel record entries.

12. Formal reprimands regarding detrimental entries in an employee's service record which are issued by Transportation Office personnel may be delivered to the employee by a dispatcher, supervisor, courier, mail, or Federal Express (or similar service).

13. No charge shall serve as a proper cause for discipline or discharge unless based upon a written entry in the employee's service record which conforms to all requirements of Paragraphs 8, 11, and 12 of this section.

a. The parties agree to establish a committee to meet during the term of the agreement to discuss creating new disciplinary guidelines for preventable accidents and unsafe acts.

14. The Corporation shall present employees with copies of all complimentary letters and reports received from any source regarding said employees, except those pertaining to employment references.

15. Any operator refusing work assigned in accordance with the terms of this Agreement shall be subject to discharge.

16. The class of equipment normally assigned runs shall be shown on the work sheet, and the Corporation will diligently endeavor to administer the assignment of equipment on the basis of impartiality to operators, changing such equipment only as is necessary.

17. When an operator is promoted from or returns to driving, the Corporation shall notify the Union in writing of the date of such promotion or return.

18. Any operator refusing to operate equipment for any reason except for equipment being in an unsafe operating condition shall be subject to discharge. However, no employee shall be expected or required to operate a coach with a passenger load which is in violation of the safety rules of any governmental agency which has jurisdiction over the Corporation.

19. Employees shall not be requested or required to report to either division or Corporation offices on their days off, except in urgent cases when requested by the Risk Department.

20. a. Regulation uniforms, as presently configured, shall only be changed by mutual agreement. However, Management has the discretion to add optional items to enhance the uniform, such as adding a sweater, jacket, belt, hat/visor, tie, etc. Such optional items may be purchased by an Operator using their uniform credit from the Corporation or from a Corporation approved uniform vendor. Any uniform damaged or soiled while operating Corporation equipment or during working hours on Corporation property will be cleaned or replaced by the Corporation.

b. Operators reporting for duty must wear the prescribed uniform and maintain a neat appearance. Black or dark brown shoes may be worn; with black, brown or dark (navy) blue socks. Platform shoes, open-toed shoes or sandals are not permitted. The heel of the shoe cannot exceed two (2) inches.

c. Drivers are allowed to wear beards, as long as they are clean, neatly trimmed and tapered, and do not extend out in length more than two (2) inches from the chin.

d. Reporting for duty is defined as the time when an operator calls for their assignment, including report. From the time an operator reports for duty, whether this is at or before the actual call time or report time, the employee must maintain the proper neat appearance for the duration of the work day while on duty. This includes having the shirt buttoned to within one button from the top. The shirt must be tucked in if the bottom of the shirt falls five (5) inches below belt. The belt must be buckled or secured properly and zippers must be secured properly. Should it be necessary to make adjustments to the uniform, these should be done before reporting for duty before the call time.

e. When violations to the above are observed the employee will be subject to discipline.

f. In reference to the color of shoes, the following applies: shoes must be solid black or dark brown. Plain white socks are allowed.

g. In reference to hair, the following applies: hair must be kept neat and presentable in appearance and not offer the possibility of a safety hazard.

h. In reference to uniforms being neat and maintained, the uniforms must be clean, not torn and of proper materials. When wearing a T-shirt it must be all white if it shows.

21. The Corporation shall provide the Union with a copy of each bulletin at the time of issue.

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

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

ID Card: The employee is responsible for renewing the ID card within the 30 days prior to its expiration. ID cards are the property of the 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: A registered and linked PRONTO account 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 a 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, and an approved, registered, and linked PRONTO account set up in order to use this benefit. If a divorce occurs, the former spouse/domestic partner's transit benefits will be terminated. When a child turns 19, the child will no longer be eligible for a dependent transit benefit. All terms and conditions above apply to dependent transit passes.

**Retiree:** Retired employees of the Agency will be entitled to a lifetime transit pass for MTS services 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. A registered and linked PRONTO account is also required for the retiree and their spouse/registered domestic partner.

23. a. The Corporation agrees to institute a voluntary U.C.D. plan with a private insurer, selected by the Union and approved by the Department of Employment, State of California.

b. The Union or the Corporation will immediately provide the other party with a copy of each communication sent or received in connection with the institution, maintenance or termination of such U.C.D. plan.

24. Employees shall be paid biweekly, the checks being made available as soon as possible, but not later than 11:00 A.M. on Friday following the close of the pay period on the previous Saturday.

25. Revocation or suspension of an employee's driver's license for 90 days or more shall constitute just cause for discharge, unless the Corporation and Union mutually agree in writing to grant a leave of absence for the employee covering the duration of the revocation or suspension of the license. This provision does not apply if the employee whose license has been suspended has a restricted license that allows him or her to perform his or her regular job for the Corporation.

If employee loses license due to drugs or alcohol, employee must submit to periodic testing for one year upon return.

26. Leave time, whether paid or unpaid, approved or not approved, does not count as time worked when calculating overtime or holiday premium. The only exceptions are employees who are signed off by the Union, on vacation, jury duty, bereavement leave or who are approved by management. 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.

27. a. The Corporation shall bear the reasonable cost of any physical examination to which employee is required to submit by requirements of the governmental agency that has jurisdiction for physical requirements for the issuance of licenses.

- b. For the purpose of a physical examination required by governmental agency, the Corporation shall provide examining doctors in San Diego County.
- c. See LOA "G" Medical Examinations for more details.

28. All heaters and defrosters now installed on equipment shall be maintained in efficient condition, and all new equipment received shall be so equipped and maintained. The Corporation will maintain clean windshields on all buses. All windshield washers and wipers now installed on equipment shall be maintained in efficient condition and all new equipment received shall be so equipped and maintained.

29. a. All buses operated, all work contracted for by the Corporation, all work subcontracted out by the Corporation, movement of all equipment bought, sold or leased, shall be operated by members of Amalgamated Transit Union - Local 1309 only, in accordance with the terms of this Agreement.

b. The Corporation shall not contract with any Company, Person, or Public Agency to provide transit facilities or services or acquire any existing system, or part thereof, whether by purchase, lease, condemnation or otherwise, nor shall the Corporation dispose of or lease any transit system, or of its system, or part thereof, nor merge, consolidate, or coordinate any transit system or part thereof, unless it shall first have made adequate provision for any employees who are, or may be, displaced. The terms and conditions of such provisions shall be a proper subject of collective bargaining.

c. The company will pay operator's wages and daily per diems of \$75 for meals to all drivers engaged in intra-state or interstate delivery of new vehicles. Operators with one (1) or more years of service may bid for the work on a seniority basis; provided, however, that no operator will be allowed to make a repeat trip until all operators junior to the employee have had an opportunity to bid successfully.

Employee must have been actively working for 6 months prior to travel.

30. At the time the schedule for a general or partial division shakeup is posted, the Corporation shall furnish the Union with the amount of the weekly scheduled car hours, showing deletions or additions from the previous shakeup.

31. Outdated Lost and Found policy removed from CBA.

32. It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a labor dispute or refuses to go through or work behind any bona fide labor organization picket line, including the picket line of the Union party to this Agreement and including picket lines at the Corporation's place or places of business.

33. a. The Corporation shall provide a Union Labor Life insurance policy (felonious assault insurance) as set forth in the Amalgamated Transit Union Policy #C-2881. The Corporation shall apply for and obtain coverage under said policy immediately. All premiums for said coverage shall be paid by the Corporation. A continuation of this coverage or replacement thereof shall be provided which is agreeable to the Union through the expiration date of this Agreement.

b. Amalgamated Transit Union, Local 1309 and San Diego Transit Corporation agree that in the event that any Contract employee is physically assaulted or injured as a result of a felonious attack, the Corporation management will notify the office of the Amalgamated Transit Union, Local 1309 as soon as possible. The Corporation will also do everything within its power to see that the attacker is prosecuted.

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

"I hereby authorize the Corporation to deduct from my pay the sum of \_\_\_\_\_ and to forward that amount to the Amalgamated Transit Union, AFL-CIO, Committee on Political Education, 5025 Wisconsin Avenue, N.W., Washington D.C. 20016. This authorization is signed voluntarily and with the understanding that the ATU-COPE will use that money to take 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 ATU and the AFL-CIO."

**NOTICE:**

Contributions to ATU-COPE are not deductible as charitable contributions for Federal income tax purposes.

35. Union Local 1309 agrees that following the issuance of FTA regulations concerning privatization and set percentages to be adhered to by transit properties, that it will meet with San Diego Transit Corporation to formulate plans to meet those goals.

36. The Corporation will supply Local 1309 with a picture of all employees in the bargaining unit.

37. Each employee shall provide current address and telephone number for the applicable record maintained by the Corporation.

38. Local 1309 members will be eligible to participate in the SDTC 457 Deferred Compensation Plan, pursuant to the terms and provisions of that plan. Participants in the 457 Deferred Compensation plan are entitled to make withdrawals from the plan under regulations promulgated by the Internal Revenue Service ("IRS"). One of the grounds for a withdrawal from a 457 Deferred Compensation Plan is "unforeseeable emergency." The parties agree that decisions by the 457 plan administrator and/or the Corporation concerning whether or not an unforeseeable emergency exists (upon a request for withdrawal by a participant) shall not be subject to the grievance and arbitration procedure provided for in the Collective Bargaining Agreement.

**39. Virtual Training**

Employer may, at its discretion, offer virtual training in lieu of classroom training to meet statutory requirements and fulfill operational needs. Examples of training topics that may be offered online include, but are not limited to, avoidance of harassment, bullying, and prevention of human trafficking. Employees who opt to take virtual training will complete the training on their own device (e.g., smartphone or tablet) during time when they are not scheduled to work (day off, split portion of a split shift, before or after a shift). Employer will provide straight-time pay exceeding the actual time necessary to complete the training, in order to provide an incentive for employees to take training on their devices during non-working hours.

The pay will be entered on a regular day off and will be subject to weekly overtime requirements. In other words, employees who complete at least 40-hour work week in the pay period in which they submit documentation of their completed training will receive overtime pay for completing the training. The virtual training pay will be subject to only the weekly overtime requirements. Pay will be entered in the period when training documentation is submitted, regardless of when the training was completed. The Union, on behalf of each of the employees it represents, and the Employer agree that the above-described virtual training pay is the only compensation that the employee is entitled to receive for completing virtual training. Each employee who participates will be responsible for following established protocols to receive virtual training premium pay. Generally, employees will be required to submit their training certificate via email or via hard copy to a designated person in management so the virtual training pay can be entered into the Employer's time and attendance system.

Employer will make available training on its premises using Employer-owned devices for employees who are unable or unwilling to complete virtual training. Employees who opt for this option will complete training on site at a time designated by the Employer and will be only paid for the actual time they are in training.

These paragraphs regarding virtual training are not intended to alter the Employer's discretion to mandate training at its sole and absolute discretion, subject to the pay and scheduling provisions of this Agreement.

#### 40. Employee Contact Information and Communication

Each employee is responsible for keeping their current phone number, cell phone number, email address, mailing address and emergency contacts up-to-date in the employee self-service platform provided by the Employer (currently MyADP). The Union, on behalf of the employees it represents, and the Employer agree that communications sent using the employee's most-recently provided contact information are assumed to have been received for the purposes of this CBA.

Since the overwhelming majority of employees use smartphones as their primary method of communication, the Employer has procured and implemented software allowing it to send text message updates to employees. The Union, on behalf of the employees it represents, opts employees in to receiving periodic emergency and operational text messages from the Employer. For example, the employer may send text messages about pending bidding, work scheduling, benefits open enrollment, and important operational issues. The Employer may also text employees regarding non-urgent updates or regarding job postings. Employees may opt out of receiving non-urgent updates and job postings via text message.

Since most cellular phone plans include unlimited phone calls and text messaging, the parties agree that employees who receive periodic calls and/or text messages from the Employer on their cellphone shall not be entitled to reimbursement for work use of their cell phone, unless the work use adds additional cost to the employee's personal cell phone plan. In that case, the employee may request reimbursement for those additional expenses via a supplemental time card, and by providing documentation of the additional cost.

Employees who are contacted via their cell phone during non-work hours and required to perform work for Employer (e.g., provide information regarding a work accident or incident) are responsible for, and required to, submit a supplemental timecard to have this work time added to their hours worked for the pay period. All disputes regarding wages, work hours, compensation, and expense reimbursements are subject to the grievance and arbitration procedure set forth in this CBA.

## SECTION 20

### ACCIDENT APPEALS COMMITTEE

1. The grading of any accident for any member of the Transportation Department or clerical employee of the Bargaining Unit when operating a Corporation vehicle shall be by a Committee composed and governed as outlined in the following paragraphs:

(a) All hearings will occur within 45 days from when the Safety Department receives notification that the employee wishes to appeal the original decision of preventability. If requested by the Company, the Committee will meet on 7 days notice. The Union and the Corporation shall each appoint two (2) members to the Accident Appeals Committee. Elected Union officers, and Corporation personnel involved in the investigation, grading or discipline connected with accidents, may not serve. Compensation, if any, for the four (4) Committee members will be borne by the party appointing such members.

(b) The Union and the Corporation will jointly select an impartial fifth (5th) member, whose service, as well as any other costs incurred by the Committee, will be shared equally by the Union and the Corporation. The impartial member must be a person not connected with either the Union or the Corporation.

(c) Testimony, when required, may be presented by the employee involved, by the Union, by the Corporation, through its Safety Supervisor or other representatives, and by witnesses, but subject to Paragraph (j).

(d) Members of the Committee shall not be advocates for the positions of their appointing parties. Each member of the Committee shall act in an impartial and objective manner with regard to interviewing witnesses, considering facts and rendering their vote.

(e) The four (4) members of the Committee will render their vote by secret ballot to the impartial member. Only if the vote is a tie will the impartial member vote.

(f) In no event will the nature of the vote be revealed nor will the impartial member reveal whether or not it was necessary for him to vote. The only information revealed will be the statement by the impartial member as to whether the accident is preventable or not preventable.

(g) The decision of the Committee shall be final and binding. There shall be no appeal from the Committee's decision.

(h) All members or alternate members of the Committee, including the impartial member, must have attended the defensive driving course offered by the Corporation before functioning as members of the Committee.

(i) Each party shall appoint one (1) alternate member to function in the event of absence, or in the event an accident involving one of the members is to come before the Committee.

(j) No member of the Committee will contact witnesses who are not employees of the Corporation except by means of arrangements through the Chief Operating Officer (Transit Services) or an authorized representative.

(k) It is recognized by the parties that the predominant purpose of the Corporation's requirement that a report be rendered after an accident is for defense of subsequent claims and/or litigation. However, for the secondary and limited purpose of aiding this Committee in arriving at a decision, if the accident report of an operator is necessary in the opinion of the Committee, such report shall be secured from the Risk Department. No copies of the report shall be made by any member of the Committee, and after the hearing said report shall be promptly returned to the Risk Department.

## **SECTION 21**

### **PART-TIME DRIVERS**

The Corporation may hire part-time drivers not to exceed a total of fifteen percent (15%) of all full-time operators (excluding community based drivers) at any time during the life of this contract, provided that no part-time drivers may be employed unless the Corporation has in its employ at least 425 full-time operators, to be determined at each shakeup.

Beginning 1/1/96 and each year thereafter the Company may add 1% per year to the part-time percentage (to a maximum of 20%) provided however, as of 12/31/95 all current part-time operators are given the opportunity to advance to full-time status before any percentage is added. In the event the Company fails or cannot exercise the increase in any given year, the increase will be cumulative in the following year.

A. Part-time drivers shall be covered under the sections of this Agreement dealing with probationary period, miss-outs, Union membership, Union representation and grievance and arbitration procedure.

1. Part-time drivers may be used on a voluntary basis for bid reliefs during general shakeups or yearly vacation bidding and special events once all regular day off Operator "Will Work" slips at all divisions have been used. This work shall be in addition to the weekly maximum part-time work hours provided for elsewhere in this Agreement.

B. Part-time employees may work on the extra board and shall be subject to the same extra board provisions that apply for selecting regular Operators. Part-time employees may not work more than 30 hours per week (Sunday through Saturday).

1. The thirty (30) hours per week restriction will not apply while on student training, and part-time students will qualify on all routes.
2. Any state or federally mandated training shall be excluded from the thirty (30) hours per week restriction for part-time drivers.
3. A twelve and one-half (12-1/2) hour spread limit shall apply to part-time drivers.
4. Part-time operators may volunteer to work their day-off, provided they do not work more than the 30 hour per week maximum. Part-time operators will be assigned day-off work only after full-time operators have been used.

C. Part-time drivers will be paid the same rate as full-time operators subject to student rate and part-time step increases.

D. Part-time drivers shall be paid for all time during which they are required by the Corporation to perform any duties. Part-time drivers will not be eligible for spread time premium, pay guarantees, penalty pay provisions, overtime, or holiday pay.

E. Part-time drivers will not be eligible for and shall not accrue such fringe benefits as vacation, sick leave, death benefit, holidays, pension, health and welfare or wage continuation. The Union and Corporation agree to work out an equitable pro rata formula for part-time drivers' pension credits should they be required by State or Federal law.

F. Part-time operators will receive four (4) days bereavement (4 hours paid each day) at the employee's normal pay rate while they are on bereavement leave, but only for days missed that the employee would have worked. Part-time operators are also eligible for one (1) unpaid bereavement leave day. The same family members as Full-Time operators are entitled to will apply.

G. 1. Part-time drivers becoming full-time operators will obtain "operating seniority" from the date they pull their first run as a full-time operator in accordance with Section 12(A) (2) and (3) of the Collective Bargaining Agreement.

2. For purposes of determining entitlement to and the amount of such entitlement, if any, part-time drivers becoming full-time operators, hereinafter "Eligible Employee," shall receive credit for service as a part-time driver computed on a prorated basis. The prorated basis shall be determined in accordance with the following formula:

The number of hours actually worked by the part-time employee from the date they pulled their first run as a part-timer shall be divided by 2,080 hours. This number shall be rounded to the nearest 1/12.

3. Only part-time hours worked on or after 12-1-90 shall be used in computing the Eligible Employee's entitlement to credit under this Award.

4. The number arrived at under the formula in Paragraph 2 above shall be used to adjust the Eligible Employee's "Corporation seniority date" for purposes of determining entitlement, if any, and the amount of entitlement to the following benefits: sick leave, vacation and floating holiday.

5. For purposes of wage progression, the number arrived at under Paragraph 2 above shall be "subtracted" from the date the Eligible Employee actually pulls their first full-time run and thereafter for pay progression purposes the calculated "Corporation seniority date" shall be used to determine the employee's proper rate of pay, i.e., a part-time employee with 3,120 hours who pulled their first run as a full-timer on June 15, 1993 would have their "Corporation seniority date" figured as follows: 3,120 divided by 2,080 = 1 year and 6 months. Since the employee's first full-time run was June 15, 1993, their "Corporation seniority date" would be December 15, 1991 and their pay brackets, etc. would be calculated from that date.

6. Part-timers who have completed their probationary period and then become full-time operators will not be subjected to a second probationary period as a full-time operator.

7. Any part-timer becoming a full-time employee on or after August 3, 1992 shall be entitled to no compensation for retroactive calculation of appropriate 'Corporation seniority date.' Credits provided for hereunder shall operate prospectively for such employees to determine their future eligibility for floating holidays, vacation, sick leave, wages, and the appropriate amount of each of those, if any.

H. Part-time drivers will be covered by the requirements of law, such as Worker's Compensation and Social Security.

I. Part-time drivers, spouses and dependent children will receive bus passes the same as regular operators.

J. No full-time operators will be laid off while part-time drivers are employed.

K. Part-time drivers shall be eligible for the standard uniform allowance.

L. Part-timers will bid their work (as packaged) or unpaid leave by hire date or lottery, if same hire date. The part-time bid will be conducted by proxy for all part-time operators. This provision is for the bidding of work and unpaid leave only and does not imply seniority for any other purpose.

M. Part-timers will be allowed one full week (5 consecutive days) unpaid leave per year, at their option, to be bid by hire date. This bidding will be done in the month of May each year to become effective June 1 of each year. No switches will be allowed. Any openings that occur will not be available for rebid. A part-timer must have been on the payroll for one (1) full year before becoming eligible for this unpaid leave provision. The Corporation will establish the number of weeks available for bid under this provision.

N. The Corporation shall establish a date of hire list for part-time drivers for the purpose of:

(A) bidding of work

(B) bidding vacation or unpaid leave

(C) promotion to full-time status subject to overall performance record.

O. Part-time drivers will establish their home division by selecting which assignment they will work. All trippers included in a tripper combination must work out of the same division. All other provisions in the current labor Agreement dealing with trippers will remain in effect.

P. Part-time work will be put together (packaged) from all trippers within the twelve and one-half (12-1/2) hour spread. The mechanics of the packaging and bid process may be changed from time to time but will only be changed by mutual agreement.

Q. At the close of the pay period, the Corporation shall provide the Union with an accounting of hours worked for each part-time employee.

R. In the event of an emergency, part time drivers are subject to the same provisions that apply to full time drivers (See Section 16.M.).

## **SECTION 22**

### **DEATH BENEFIT PLAN**

1. The Corporation will pay death benefits to the designated 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. For purposes of this section only, any full-time officers of ATU Local 1309 shall be considered as eligible for the death benefit.
2. Death benefits will also be paid to the designated beneficiaries of former employees who are receiving retirement pensions at the time of death. See 6 below.
3. Beneficiary for benefits under this section shall be as follows:

- a. Designated Beneficiary
- b. Employee's spouse
- c. 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.

4. The determination of the Board of Directors of the employer Corporation or of the Committee shall be conclusive as to who are dependents, but the value of the estate left by the descendant shall not affect the determination.

5. In case of employees, the death benefit shall be \$15,000.

6. In the case of pensioners, the death benefits shall be \$1,000.00 payable to the pensioner's beneficiary. If there are no beneficiaries, SDTC shall pay \$1,000.00 for funeral expenses.

7. Death benefits may be paid in a lump sum or in installments over such periods of time as in the judgment of the Board of Directors or Committee will provide the greatest help to the beneficiary.

8. If the Corporation shall be required under the provisions 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.

#### SUPPORT AND CONTINUANCE OF DEATH BENEFIT PLAN:

No employee is required to make any contribution to the support of this Death Benefit Plan.

### SECTION 23

#### HEALTH AND WELFARE

##### **Medical, Dental, and Vision Insurance**

- 1) Eligibility
  - a) Every regular full-time employee shall be eligible for coverage under Employer's group medical, dental and vision insurance programs on the first day of the month following sixty (60) days of full-time employment.
  - b) Active employees, and employees who are on approved leave that is mandated by state or federal law (e.g., FMLA) will continue to be eligible for the employer premium payments outlined in this section until the end of the month in which the above-referenced leave is exhausted. Employees on "Discretionary" leaves of absence (not mandated by FMLA / CFRA) will be allowed to continue their coverage by timely paying the entirety of the premium effective the first day of the month after their "Discretionary" leave of absence begins. If an

employee's payment is one month or more delinquent, their coverage will be canceled. While an employee is on leave it is the employee's obligation to pay their portion of premiums in order to maintain insurance coverage for the employee and his/her dependents. For any period in which the employee does not receive a paycheck from which insurance premiums may be deducted they must make arrangements to submit timely payments to Employer. Employer must receive payments no later than 10 days after the date of the missed paycheck deduction. If an employee's payment is one month or more delinquent, their coverage will be canceled.

- c) Union agrees Employer may make additional payroll deductions to recoup unpaid employee premiums. For example, if an employee owes \$50 per pay period based on the medical, dental and vision coverages they select, but the deduction is not taken for two pay periods because the employee goes unpaid, Employer may recoup the \$100 the employee owes upon their return to work.
- d) In order to obtain coverage, an eligible employee must complete the enrollment process designated by Employer within the indicated timeframes. Furthermore, an eligible employee authorizes the Employer to make deductions as necessary for premium payments as set forth herein. Coverage shall be described in benefit summaries available during new employee orientation and open enrollment periods. Employees not enrolling within the 30-day initial eligibility/enrollment period, or within the 30-day period following a qualifying event, will not be allowed to enroll until the next "open enrollment" period.
- e) Eligible employees will be eligible to enroll in health plans with the same benefit levels offered to MTS non-represented employees and will be subject to the provisions of the plan(s).
- f) Employer retains the sole and absolute right to modify elements/provisions of any plan (health, dental, vision, etc.) and to offer other employee groups different premium cost sharing formulas, retirement healthcare, HSA benefits, HRA benefits, wellness benefits or incentives, etc. than it offers to Local Union employees.
- g) Eligible dependent(s) include current spouses or registered domestic partners (former spouses or domestic partners are not eligible unless enrollment is required by a valid court order) and children under age 26, including natural born, children of a registered domestic partner, legally adopted children, and children placed for adoption. Furthermore, unmarried children age 26 or older, residing with the employee and are dependent upon the employee for support and maintenance, who are incapable of self-support due to mental or physical incapacities that existed prior to reaching age 19 are eligible dependents.
- h) The Employer may elect to add new medical plan(s) or increase employer contributions to facilitate compliance with the Patient Protection and Affordable Care Act or promote employee equity. Any plans added will at least meet the Patient Protection and Affordable Care Act minimum value test (60% of covered expenses).

2) Premium Payment.

- a) The Employer will contribute the following amounts each month for eligible, regular full-time employees enrolled in the plan during the indicated time frames:

<b>Monthly Employer Contributions</b>				
	<b>3/1/2024</b>	<b>1/1/2025</b>	<b>1/1/2026</b>	<b>1/1/2027</b>
Medical				
Employee Only	<b>\$513.01</b>	<b>\$ 757.66</b>	<b>\$ 795.54</b>	<b>\$ 835.32</b>
Employee + Child(ren)	<b>\$964.22</b>	<b>\$ 1,439.26</b>	<b>\$ 1,511.22</b>	<b>\$ 1,586.78</b>
Employee + Spouse/RDP*	<b>\$964.22</b>	<b>\$ 1,576.06</b>	<b>\$ 1,654.86</b>	<b>\$ 1,737.61</b>
Family	<b>\$1,501.97</b>	<b>\$ 2,114.46</b>	<b>\$ 2,220.18</b>	<b>\$ 2,331.19</b>
Dental High PPO	<b>3/1/2024</b>	<b>1/1/2025</b>	<b>1/1/2026</b>	<b>1/1/2027</b>
Employee Only	<b>\$21.29</b>	<b>\$ 23.40</b>	<b>\$ 23.40</b>	<b>\$ 24.57</b>
Employee + Child(ren)	<b>\$30.92</b>	<b>\$ 45.73</b>	<b>\$ 45.73</b>	<b>\$ 48.01</b>
Employee + Spouse/RDP*	<b>\$30.92</b>	<b>\$ 42.24</b>	<b>\$ 42.24</b>	<b>\$ 44.35</b>
Family	<b>\$47.69</b>	<b>\$ 68.71</b>	<b>\$ 68.71</b>	<b>\$ 72.14</b>
Dental Low PPO	<b>3/1/2024</b>	<b>1/1/2025</b>	<b>1/1/2026</b>	<b>1/1/2027</b>
Employee Only	<b>\$9.13</b>	<b>\$ 23.40</b>	<b>\$ 23.40</b>	<b>\$ 24.57</b>
Employee + Child(ren)	<b>\$12.94</b>	<b>\$ 45.73</b>	<b>\$ 45.73</b>	<b>\$ 48.01</b>
Employee + Spouse/RDP*	<b>\$12.94</b>	<b>\$ 42.24</b>	<b>\$ 42.24</b>	<b>\$ 44.35</b>
Family	<b>\$21.06</b>	<b>\$ 68.71</b>	<b>\$ 68.71</b>	<b>\$ 72.14</b>
Vision - 24 Month Cycle	<b>3/1/2024</b>	<b>1/1/2025</b>	<b>1/1/2026</b>	<b>1/1/2027</b>
Employee Only	<b>\$1.65</b>	<b>\$ 2.84</b>	<b>\$ 2.84</b>	<b>\$ 2.99</b>
Employee + 1 Dependent	<b>\$3.31</b>	<b>\$ 4.92</b>	<b>\$ 4.92</b>	<b>\$ 5.17</b>
Family	<b>\$5.33</b>	<b>\$ 6.81</b>	<b>\$ 6.81</b>	<b>\$ 7.15</b>

- b) The above contribution rates are not additive. For example, an employee with more than one dependent is not eligible for “employee +1” and “family” contributions. The Employer shall only be obligated to make contribution payments if employee pays the remaining amount for the coverage they have elected. If premiums exceed the Employer contribution, the Employer shall withhold sufficient funds from each employee’s wage payments to pay the entire premium. If the Employer contributions above exceed premium amounts, the Employer will pay only the full premium.
- 3) Opt-Out
  - a) Employees who opt-out of medical benefits will receive \$250/month, paid bi-weekly.
  - b) In order to opt-out and receive the above stipend, the employee:
    - i) Must provide proof of other group medical coverage to the Human Resources Department and maintain that coverage. Obtaining medical care through a State or Federal “Exchange” or other government administered or sponsored program does not qualify for opt out stipend eligibility.
    - ii) Employees may only apply for the opt-out stipend when hired or during the annual open enrollment period.
    - iii) Employees may reinstate their coverage during the plan year only if they have a documented qualifying event (e.g., loss of alternate coverage).
  - c) 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 medical care, so these employees are not eligible for and will not receive a stipend.
- 4) Retiree Benefits
  - a) Beginning January 1, 2025, retiring employees who are at least 55 years old at the time of their retirement, with at least ten (10) years of active service, and who are enrolled in SDTC-sponsored medical benefits at the time of their retirement, will receive the employer contribution amounts outlined in the table below into a HRA account for use to pay benefits premiums and pay out-of-pocket costs. In order to maintain eligibility for the employer contribution, retirees will be required to prove enrollment in an individual health plan at least annually.
    - i) Retirees receiving SDTC-administered health benefits on December 31, 2024,

are assumed to have met the age and years of service requirement above at the time of their retirement.

- ii) Early retirees who are not eligible for Medicare upon their retirement, but meet all other qualifying factors (e.g., age at retirement, years of service), may enroll in HRA contributions up to three months before they become Medicare eligible and up to three months after. This six-month period is the only enrollment period for this benefit; retirees are not permitted to join at any other time or rejoin following a lapse in eligibility. The only exception to the six-month eligibility window is eligible retirees who after their retirement are covered by their spouse under another MTS health plan because the spouse is working - these retirees may enroll within 30 days of losing coverage from the other MTS plan. Payments will begin when the retiree becomes eligible for Medicare and enrolls in an individual Medicare plan, or when they enroll in the HRA, whichever is later. COBRA coverage is not a qualifying individual plan. Non-Medicare retirees who were grandfathered into receiving employer contributions after the trust fund was disbanded will continue to receive the employer contribution they were receiving in December of 2024 until they become Medicare eligible as long as they maintain the same coverage level (employee, Employee +1, family). Coverage decreases made by the retiree will result in the employer contribution decreasing to what it would have otherwise been if the lower level of coverage was in place for the retiree in December of 2024.
- iii) SDTC will not make retroactive HRA payments to employees who fail to timely establish their eligibility for continued employer HRA contributions.
- iv) Retirees may only enroll in the coverage level that was in place at the time of their retirement, or a lower level of coverage. In other words, dependents can be discontinued but they cannot be added. This paragraph is not intended to alter the requirements that there is a single 6-month initial enrollment period and that coverage must be continually maintained in order to maintain eligibility for Employer HRA contributions.
- v) Retirees receiving "Out of Area Retiree" contributions and/or non-Medicare Employer contributions that were grandfathered from the previous health and welfare trust fund will receive the amount they are currently receiving, or the amount in the table below, whichever is greater, through December of 2025 at which time grandfathered status will discontinue and the eligibility provisions described herein and amounts in the table below will govern all retirees. No retiree not currently receiving employer contributions becomes newly eligible based on the transition from employer-administered retiree healthcare to the HRA model. (Once implemented, this paragraph will be stricken from successor agreements).

<b>Monthly Retiree HRA Contributions</b>				
<b>Coverage Level</b>		<b>1/1/2025</b>	<b>1/1/2026</b>	<b>1/1/2027</b>
Single Medicare		\$ 66.56	\$ 70.55	\$ 74.79
2-Party Both Medicare		\$ 132.02	\$ 139.94	\$ 148.34
Non-Medicare / Medicare (Spouse)		\$ 66.56	\$ 70.55	\$ 74.79
Medicare / (1) Non-Medicare (Child or Spouse)		\$ 66.56	\$ 70.55	\$ 74.79
Medicare / Medicare(Spouse) / Non-Medicare (Child(ren))		\$ 132.02	\$ 139.94	\$ 148.34
Medicare / Non-Medicare (Children)		\$ 66.56	\$ 70.55	\$ 74.79
Non-Medicare / Medicare(Spouse) / Non-Medicare (Child(ren))		\$ 66.56	\$ 70.55	\$ 74.79
Medicare / Non-Medicare(Spouse) / Non-Medicare (Child(ren))		\$ 66.56	\$ 70.55	\$ 74.79

- 5) Advisory committee and collective bargaining
  - a) The Union and Employer agree that medical, dental and vision insurance benefits are mandatory subjects of collective bargaining. The President of the ATU 1309 will appoint up to three (3) ATU 1309 representatives to a joint labor/management "Benefits Advisory Committee". The committee will meet throughout the year and before open enrollment every year to promote employee satisfaction with benefits and seamless running of the above-referenced plans.
- 6) Employee Assistance Program
  - a) The Employer will offer an Employee Assistance Program during the term of the agreement at no cost to employees.
- 7) Wellness program
  - a) The employer will provide an incentive-based wellness program to Union-represented employees during the term of this agreement. The labor/management Benefits Advisory Committee will recommend adjustments to current wellness incentives.
- 8) Continuing education
  - a) Ensuring that members of the ATU 1309 Benefits Advisory Committee are well-versed in employee benefits issues is important to the Employer and Union. Each year, Employer will pay for up to two (2) ATU 1309 officers to attend an educational conference regarding employee benefits. Travel and expense reimbursements will be governed by the MTS travel policy in effect at the time of travel.

## SECTION 24

### DURATION, TERMINATION AND RENEWAL

A. This Agreement shall be and remain in full force and effect from January 1, 2018 to and including December 31, 2021, and for additional periods of one (1) year thereafter, with the proviso that should either party desire to change, modify or terminate this Agreement on the expiration date, notice in writing shall be served on the other party not later than sixty (60) days prior to the expiration date, or the expiration date of any subsequent yearly period, that the party giving such notice desires to terminate the Agreement at the end of such yearly period, or to negotiate amendments or changes of the terms or provisions hereof as generally set forth in such notice, and negotiations shall begin not later than thirty (30) days prior to the expiration date, or the expiration date of any subsequent yearly period, and shall continue until agreement is reached, and during said negotiations this Agreement shall remain in full force and effect.

B. The Corporation shall be allowed forty-five (45) days from the effective date of this Agreement or any subsequent agreement in which to place into effect new runs conforming to the terms of this Agreement. During this forty-five (45) day period the terms of the previous agreement, relative to schedules only, shall prevail.

## SECTION 25

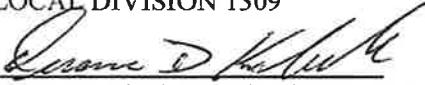
### SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and for the benefit of the successors and assigns of the parties hereto as well as upon the parties themselves. In order to carry out this clause, the parties agree that the following procedure shall govern the sale, transfer, lease or other alienation of all or any part of the Corporation's business:

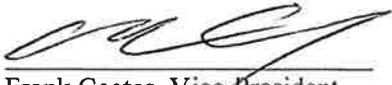
1. The Corporation shall notify the Union upon its formulation of an intent to in any manner transfer or alienate any portion of its operation.
2. The Corporation shall, as a part of the transfer transaction, require the party acquiring an interest in all or part of the Corporation's operation or assets covered by this Agreement to execute a document in which the acquiring enterprise agrees to be bound and abide by the terms and conditions of this Collective Bargaining Agreement.
3. Prior to completion of the actual transfer the Corporation shall furnish the Union with a copy of the executed document specified in Paragraph 2.
4. The Corporation shall, as a term and condition of any transfer, require the acquiring enterprise to execute a duplicate of the original of this Agreement.
5. The Corporation shall not complete the actual transfer transaction until said executed duplicate of the original of this Agreement has been provided to the Union.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives thereunto duly authorized on November 18, 2021.

AMALAGAMATED TRANSIT UNION,  
LOCAL DIVISION 1309

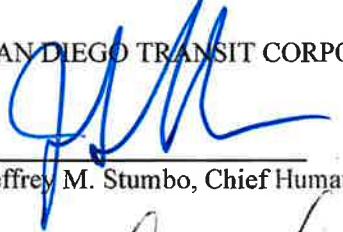
  
Duane Koslicki, President/Business Agent

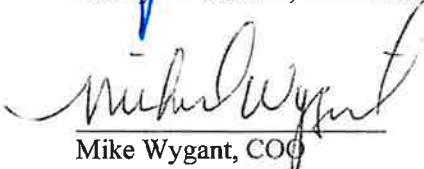
  
Jamaal Russell, Financial Secretary/Treasurer

  
Frank Coates, Vice-President

  
Kevin Williams, Exec. Board #2

SAN DIEGO TRANSIT CORPORATION

  
Jeffrey M. Stumbo, Chief Human Resources Officer

  
Mike Wygant, COO

  
Devin Braun, Director of Transportation

  
Brendan Shannon, Director of HR

## **SECTION 26**

### **OFFICE EMPLOYEES**

#### **DEFINITIONS**

**JOB DESCRIPTION** - The written outline of the primary duties and typical tasks of the job.

**SHIFT SCHEDULE** - The written outline of the starting time, meal period and ending time of the assignment.

**DUTY SHEET** - The written outline of tasks related to a specific shift where there are a number of shifts having the same job description and which are posted for periodic shakeup bidding.

#### **SENIORITY LIST**

**CORPORATION SENIORITY** - The length of time an employee has been employed by the Corporation or predecessor companies. For the purpose of determining the amount of sick leave, vacation and pension credits.

**OFFICE EMPLOYEES SENIORITY** - The length of time an employee has performed recognized service as an office employee for the Corporation or predecessor companies through June 29, 1970, thereafter as an office employee within the office employees' bargaining unit. For the purpose of determining displacement and bidding preference.

**DEPARTMENT SENIORITY** - The length of service performed in a specific department that may be accumulated in order to determine bidding or displacement preference within the department.

### **SECTION 1 (CLERICAL)**

#### **UNION RECOGNITION**

Duties currently being performed by the Office employees may be added to by mutual agreement.

### **SECTION 10 (CLERICAL)**

#### **SICKNESS AND ACCIDENT**

D. Office employees hired prior to April 1, 1973, will have a common anniversary date for the accumulation of sick benefits as of January 1, 1973. All employees hired subsequent to April 1973, will use their date of hire for the accumulation of sick leave benefits.

### **SECTION 11 (CLERICAL)**

#### **VACATIONS**

A. 1. Office employees' vacation anniversary date is July 1st. A new employee, after one (1) year of service, will be entitled to a prorated portion of their normal vacation for service between the date of employment and the beginning of the vacation year, which may be bid at the annual vacation bid but not taken prior to their anniversary date of employment.

2. An office employee reaching their employment milestone anniversary date will be entitled to their additional vacation week. 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 their milestone, the Corporation has the right to recoup from the employee's final paycheck, money paid for any milestone time taken prior to milestone anniversary date.

E. 6. Office employee's vacation lists, consisting of weekly periods for the next twelve (12) months commencing July 1st, shall be posted in each department no later than May 1st. Bidding on a seniority basis shall commence the first Monday in June and continue, until each employee has bid successfully. Then the same bidding procedure shall be followed for those employees who have elected to split their vacation. Each employee shall have a maximum of two (2) work days to bid, if necessary. All vacations must be bid on in weekly segments, except as provided for in C-2 Section 11 of the main Agreement. Vacated or vacant vacation periods shall be posted for seniority bid. A request to the immediate supervisor must be made in writing if it is desired to use any vacation prior to the May 1st bidding date. It must be made at least five (5) working days in advance of date desired to start vacation.

## **SECTION 12 (CLERICAL)**

### **SENIORITY**

A.

1. There shall be one Corporation seniority list embracing all office employees, Date of seniority shall be the date that employee works first shift. Corporation seniority shall be used to determine the length of service for determining the amount of sick leave, vacation and pension. Office employees' seniority is for bidding and displacement, as outlined in Paragraphs A.3 and A.4 of this section. In the event that two or more employees' seniority begins on the same date, said employees' places shall be determined by the order of the drawing of their names by lot in the presence of said employees.
2. Department seniority shall be established the day the employee works their first shift in the department and shall be used for the purpose of bidding vacation, positions and shifts in the department, or bump-backs in case of reductions of force, as outlined in Paragraphs A.4 and A.5 of this section. If clerks start on the same day, then application date will serve as tiebreaker.
3. An employee when bidding or displacing from one department to another shall have their seniority within the department which they leave frozen, and the employee shall establish seniority in the department which they bid into. Should that employee later be displaced from such department, the employee may displace into the department which the employee previously left, or any other department in which they hold seniority, provided the employee is qualified to perform the job the employee is displacing and the employee holding such job has less department seniority.
4. An employee bidding from one classification to another, within their department or another department, shall be on probation for a period of ninety (90) days during which time they shall be allowed to return to their original position without loss of seniority. The privilege of returning to the employee's original position without loss of seniority shall apply only once when bidding into the same classification.
5. If an employee as a result of reduction in force or displacement is unable to exercise their departmental seniority as outlined in Paragraphs A.2 and A.3 above, the employee may exercise their office employee seniority to displace any employee with less office employee seniority in a position in the bargaining unit that the employee is qualified to fill. Departmental seniority must be exhausted before office employees' seniority can be exercised.
6. Furloughed Employees: An employee who is laid off as a result of reduction in force will be given two (2) weeks' notice prior to effective date of such layoff and shall have their seniority frozen on the effective date of the layoff, with the employee's name and frozen seniority position carried on the roster without status of an

employee. Preference in order of seniority, subject to qualifications, shall be given to the laid off employee who is being carried on the roster over other furloughed employees with lesser seniority, or before hiring of new employees to fill positions in the bargaining unit. Failure on the part of the laid off employee to keep their department head advised in writing of the employee's current address, or failure of the employee to appear for interview within seven (7) days from date of notification of a new job opening or vacancy, or the employee's refusal to accept an offered job within the bargaining unit, shall forfeit the employee's seniority and cause the employee's name to be removed from the seniority rosters of the Corporation.

From the date employees are first formally informed of their layoff they shall have five (5) days to inform the Corporation in writing of their decision to utilize any bumping rights they may have. Failure to give such notice will automatically eliminate that employee's right to bump. For the purpose of this article, days shall exclude Saturdays, Sundays and holidays.

7. Employees holding a position within the bargaining unit who transfer to a position outside the bargaining unit will have a probationary period not to exceed two (2) months after which they will lose all rights to return to their former classification within the bargaining unit. The privilege of returning to work without loss of seniority shall apply only once to an employee.
8. When employees are voluntarily transferred to a higher rated job temporarily, they shall receive the next higher rate of pay for the job to which they have been temporarily assigned unless their rate of pay exceeds the pay rate of the job to which temporarily assigned. Records shall be maintained when employees are voluntarily transferred to a higher-rated job on a temporary basis. The accrual of this seniority shall apply towards the next higher rate of pay in the classification to which they gain temporary credit.
9. If the temporary transfer is to a lower-rated job, the employees shall receive the regular rate of pay of their former position, and retain their seniority in former positions while filling temporary vacancies.

## **SECTION 13 (CLERICAL)**

### **CHOICE OF WORK**

#### **Job Bidding**

- a. For the purpose of this section, job bidding shall be on the basis of qualifications and seniority within the bargaining unit.
- b. Any new or vacant job shall be posted for office employees' bid for a period of five (5) working days. Bids will be posted on the bulletin board by 8:00 A.M. on the first day and shall close at 12:00 Noon on the fifth day, and the results posted by 5:00 P.M. on the same day. In no event will bids be posted more than sixty (60) days in advance of the effective date of the new or vacant job. No job will be filled from the outside if an employee of the Corporation qualified to perform the job has bid for the job within the above described bid period.
- c. In the event a new job is created, or the Corporation receives notice of a resignation, or gives notice of a termination, bids shall be posted upon the date of actual job vacancy or as close thereto as conditions will permit.

No job may be filled on a temporary basis for a period in excess of ninety (90) days unless mutually agreed upon between the Union and the Corporation except for vacancies due to vacation, illness and leaves of absence. An employee who has temporarily vacated their assignment as a result of vacation, sick leave or leave of absence shall return to their same assignment, provided that during the employee's absence they were not displaced or their assignment bid in by another employee with higher seniority during a regular scheduled shakeup.

d. In the event of reduction of force, an employee so affected by the reduction in force may exercise their office employee seniority to displace any employee with less seniority in a position in the bargaining unit the employee is qualified to fill. When an employee in a higher classification moves to a lower classification for which the employee is qualified, due to a reduction in force, the employee shall receive the rate of pay in the lower classification to which their accumulative length of service in the higher or comparable classification entitles them.

e. (1) A breakup shall be held in the Information Department each four (4) months, to become effective the first Sunday in January, May and September of each year. At each breakup all shifts shall be open for bid. Duties of each shift shall also be posted. All shifts shall be posted at least fifteen (15) days before the effective date of the breakup. Bidding will commence ten (10) days before the effective date of the breakup and shall continue until all assignments have been filled. Employees who fail to bid or leave their choice with the department supervisor, when it is their turn to bid shall be passed and assigned to whatever shifts remain.

(2) Shifts that will be vacant in the Information Department for a period of two (2) weeks or more, shall be posted for bid, to be bid on only by the Information Clerks. The successful bidder shall work that shift until the original Information Clerk returns.

f. The Corporation shall furnish the Union with a seniority list, job description and sets of shift schedules for each department.

- g. In the event a new clerical position is established, Corporation shall furnish Union with a copy of the written job description and promptly meet to negotiate the rate of pay for such new position. Failing to agree, Union may invoke the grievance procedure, as set forth in the Contract.
- h. Transit Store Clerks will be cross trained to perform "Compass Card" (or other fare media) support. Specific Compass Card related duties may include, but are not limited to:
  - 1. Responding to customer inquiries (e.g., checking available balance and card expiration, card functionality, Senior/Disabled/MediCare eligibility, etc.)
  - 2. Issuing and registering new and reloading existing cards
  - 3. Troubleshooting Compass Card problems and concerns from customers
  - 4. Transferring balances to new cards
  - 5. Issuing replacement cards and managing pass swaps

In the event of a Transit Store Clerk absence of less than three days, SDTC may assign the Assistant Supervisor of Transit Store to cover the vacancy, or use an "Extra Qualified" Telephone Information Clerk to cover the vacancy.

Information Clerks will cross train to backfill and support the Transit Store Clerk position at The Transit Store on a rotational basis per assignment.

SDTC will solicit Info Clerk volunteers for cross training. SDTC will determine number of positions to cross train, interview and select the successful candidates. Once they are cross trained, they will be considered "Extra Qualified." SDTC will attempt to maintain the established number of Extra Qualified positions in the pool by announcing new opportunities to join the pool when vacancies occur.

If no volunteers are willing to take the assignment, SDTC and ATU will meet and discuss an alternative staffing plan. During the period of discussions, SDTC may mandatorily assign "Extra Qualified" or Information Clerks in reverse seniority order to cover the work.

ATU agrees that the Customer Service Assistant, Customer Service Representative and Lead Customer Service Representative positions, performing Compass Card (or successor fare collection system) support, employed by MTS are not classifications that are represented by the ATU.

Customer Service Assistants/Representatives performing Compass Card (or successor fare collection system) support outlined above will not be cross trained to perform ATU clerical positions covered in the CBA.

ATU agrees to withdraw the grievance it filed regarding the Customer Service positions outlined above.

## **SECTION 14 (CLERICAL)**

### **GUARANTEE HOURS**

- a. Eight (8) consecutive hours, exclusive of one-half (1/2) hour meal period, shall constitute the work shift for office employees. Said one-half (1/2) hour meal period may be modified by mutual agreement.
- b. All regular and relief shifts shall be guaranteed a minimum of forty (40) hours pay time each week, to be completed in five (5) consecutive days.
- c. Employees who lay off of their own accord before completion of the day's work will be held on a pro-rate basis for actual time worked at the applicable rate.
- d. Each office employee shall be allowed two fifteen (15) minute rest periods - one in the first half of the shift, and one in the second half of the shift.
- e. Relief assignments may be established to cover the necessary work occurring on regular days off of regular assignments or to perform relief work on certain days and such types of other work on other days that may be combined to afford five (5) consecutive days of work within seven (7).
- f. The extent temporary employees are used shall be for the purpose of filling temporary vacancies, or for supplementing regular assignments on less than thirty (30) days' basis. In cases of illness the provisions of Section 2 will not be applicable to a temporary employee for a period of ninety (90) days. Thereafter the temporary employee shall be considered permanent and shall immediately make application to join the Union. Such employees shall be paid in accordance with the applicable pay provisions on a pro-rate basis for work performed.

## **SECTION 16 (CLERICAL)**

### **TIME REQUIREMENTS**

K. If an employee is requested to make a report at a time other than during the regular shift hours or immediately previous to their starting time or immediately after the termination of their shift, the employee shall receive a minimum of one (1) hour's pay at the regular rate.

- L. 1. A minimum of two (2) hours' time shall be paid employees for extra work when time worked is less than two (2) hours, except work performed immediately previous to or immediately after a regular shift.
2. An employee not having been informed one (1) hour before their normal quitting time of having to work overtime will be paid one (1) hour premium time. If the employee works more than one (1) hour beyond their normal quitting time, actual time worked will be paid at the overtime rate.

The above provision does not apply to persons who are kept beyond their normal quitting time by customers or telephone calls.

## **SECTION 17 (CLERICAL)**

### **RATES OF PAY**

A. Clerical wage scale and unit definition to be revised as set forth below:

CLERICAL II: Senior Transit Store Clerk.

CLERICAL III: Transit Store Clerk.

CLERICAL IV: Information and Trip Planning Clerk.

B. The rates of pay for Corporation Office Employees effective are as follows:

<b>Clerical I Wages</b>				
	7/1/2024	12/29/2024	6/28/2026	6/27/2027
1 - 6 Months	\$ 22.44	\$ 23.56	\$ 24.74	\$ 25.72
7 - 12 Months	\$ 23.85	\$ 25.04	\$ 26.29	\$ 27.34
13 - 18 Months	\$ 25.24	\$ 26.50	\$ 27.82	\$ 28.93
19 - 24 Months	\$ 26.57	\$ 27.90	\$ 29.30	\$ 30.47
Thereafter	\$ 29.76	\$ 31.24	\$ 32.81	\$ 34.12

<b>Clerical II Wages</b>				
	7/1/2024	12/29/2024	6/28/2026	6/27/2027
1 - 6 Months	\$ 20.69	\$ 21.72	\$ 22.81	\$ 23.72
7 - 12 Months	\$ 21.98	\$ 23.08	\$ 24.23	\$ 25.20
13 - 18 Months	\$ 23.28	\$ 24.44	\$ 25.66	\$ 26.69
19 - 24 Months	\$ 24.57	\$ 25.79	\$ 27.08	\$ 28.17
Thereafter	\$ 27.44	\$ 28.81	\$ 30.25	\$ 31.46

<b>Clerical III, IV and Secretary Wages</b>				
	7/1/2024	12/29/2024	6/28/2026	6/27/2027
1 - 6 Months	\$ 18.90	\$ 19.85	\$ 20.84	\$ 21.68
7 - 12 Months	\$ 20.09	\$ 21.10	\$ 22.15	\$ 23.04
13 - 18 Months	\$ 21.27	\$ 22.33	\$ 23.45	\$ 24.39
19 - 24	\$ 22.46	\$ 23.58	\$ 24.76	\$ 25.75

Months				
Thereafter	\$ 25.07	\$ 26.33	\$ 27.64	\$ 28.75

C. Office employees bidding from one job classification to another shall advance to the next highest pay rate in the new classification and continue until reaching the top of the rate. It is understood that they shall receive no less than their former position unless the established rate of the new position is less than the rate of the former position.

D. All work performed in excess of forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2).

E. 1. All day-off work shall be guaranteed a minimum of five hours and twenty minutes (5:20) work time and shall be paid for at the time and one-half (1-1/2) rate of pay, provided that the employee has worked their entire weekly schedule (this shall not apply to employees signed off by the union or who were on vacation, jury duty or bereavement leave).

This day off assignment must be completed in its entirety for the guarantee to be effective.

2. In order to be eligible for the overtime premium provided for in this paragraph, an employee must have completed all their assignments during their five regularly scheduled workdays in that week, unless the failure to do so is approved by the Employer or the time missed was due to the employee being signed-off by the Union or time on vacation, jury duty or bereavement leave.

F. 1. All work performed on the following holidays shall be paid for at the double time rate. All work performed on a normal workday at the time and one-half (1-1/2) rate will be paid for at the double time and one-half (2-1/2) rate on the following holidays. Holidays will be observed on the day as proclaimed by governmental decree.

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Employee's Birthday

Three (3) Floating Holidays to be bid in December of each year.

All employees who do not work on the above holidays shall be paid eight (8) hours at the regular straight time rate of pay. In order to qualify for this holiday pay, the employee must complete their assignments on the holiday, if any, and their assignments on the employee's last scheduled work day preceding, and the employee's first scheduled work day following a holiday; provided that in determining for this purpose whether such assigned work has been performed, its nonperformance by an employee will be excused if its nonperformance was because of absence proven by a doctor's certificate or with Corporation approval. All employees will be guaranteed twelve (12) holidays per year, regardless of whether the holiday falls on a scheduled on-duty day, off-duty day, or while on vacation or sick leave; provided, however, an employee who misses out on a holiday which is one of their regular work days shall have no claim for the eight (8) hours of holiday pay.

2. An office employee shall be given the day off with eight (8) hours' holiday pay when their birthday falls on a regular work day, or they may exercise their option to work and receive their regular rate of pay for work performed, plus the employee's eight (8) hour birthday holiday guarantee. Such option shall be made in writing by the employee to the employee's department supervisor at least five (5) working days prior to the day of the birthday.

3. When an office employee's birthday occurs during their regular days off the employee shall be given an additional day off, with eight (8) hours' birthday holiday guarantee pay for that day, on either the day preceding or the day following their regular days off, provided the employee has given written notice of their choice to their department supervisor at least five (5) working days prior to the employee's birthday; or they may exercise their option to work and receive their regular rate of pay for work performed, plus the employee's eight (8) hour birthday holiday guarantee pay. Failure of the employee to exercise their option at least five (5) working days prior to their birthday will result in the employee being given the additional day off immediately following their regular days off, with the eight (8) hour birthday holiday guarantee pay for that day.

G. All employees shall be allowed ten (10) hours' rest after completing a day's work, except when an employee changes shift by bid or choice.

H. Employees working at The Transit Store or in the Telephone Information office will be paid an additional \$1.00 per hour for all hours worked as a lead clerk.

I. Part-Time Clerical employees will receive two (2) days bereavement (4 hours paid each day) for the same family members as Full-Time operators, as well as three (3) days unpaid bereavement leave.

J. If an employee is released from jury duty by the court prior to 1:00 p.m. they shall return to work and complete their assigned shift. If released at 1:00 p.m. or after, the clerk may return to work to finish their shift. If they choose not to return to work, they will only be paid for actual time served as a juror.

K. Information and Trip Planning Clerks can perform data entry work as needed by MTS.

## **SECTION 19 (CLERICAL)**

### **GENERAL PROVISIONS**

3. Union members shall be permitted to wear the Union emblem and one Union button and designated Shop Stewards shall be permitted to wear a Shop Steward badge.

10. Office employees shall be paid for their regular scheduled work and shall not lose any pay time on account of shortage of work, machine breakdown or any condition over which they have no control, provided they report as scheduled and accept duties assigned them during the period of regular scheduled work, unless excused at office employee's request.

12. Formal reprimands regarding detrimental entries in office employee's service record which are issued by Corporation office personnel may be delivered to the employee by the department head, supervisor, courier, US Mail or Federal Express (or similar service).

20. The Corporation will initially furnish two sets of uniform for transit store employees.

A. The uniform will be determined by management.

B. The Corporation will pay a lump sum of \$152.00 in January of each year (\$100.00 uniform allowance, \$52.00 cleaning allowance) to those store employees required to be in uniform. Any future transit store employee required to be in uniform will receive \$100.00 plus a pro-rated cleaning allowance based on their date of hire or transfer to the transit store. The Union agrees that the Corporation may deduct a pro-rata share of the uniform allowance from any transit store employee leaving employment for any reason before year-end.

46. The Corporation shall provide the Union with:

- 1) Corporation Seniority List
- 2) Department Seniority List
- 3) Name and date of any office employee promoted, transferred or terminated.

47. Any clerical employee who has an unexcused tardiness will be docked for time missed. If an employee's tardiness is excused the employee will not be penalized for loss of time. Whether tardiness is excused or non-excused is left to the discretion of the immediate supervisor or manager.

## **SECTION 21 (CLERICAL)**

### **PART-TIME INFORMATION CLERK**

1. The Corporation may hire up to four (4) part-time information clerks at any time during the life of this contract.

2. Part-time information clerks shall work shifts of no longer than six (6) hours duration.

3. Part-time information clerks will not work more than thirty (30) hours per week (Sunday through Saturday) and six (6) hours per day.

4. Part-time information clerks will be paid the same step increases as a full-time information clerk.

5. No full-time information clerk will be laid off while part-time information clerks are employed.

6. Part-time information clerk, spouse and dependent children will be provided free transportation on all San Diego Transit Corporation routes in the same manner as a full-time information clerk.

7. Part-time information clerks shall be covered under the section of this Agreement dealing with probationary period, Union membership, Union representation, and grievance and arbitration procedure.

8. Part-time information clerks shall be paid for all time during which they are required by San Diego Transit Corporation to perform their duties. Part-time information clerks will not be eligible for pay guarantee, overtime and holiday pay.

9. Part-time information clerks will be covered by the requirements of the law, such as worker's compensation and social security.

10. A twelve and one-half (12-1/2) hour spread shall apply to part-time information clerks.

11. Part-time information clerks shall have ten (10) hours off between assignments.

12. A part-time information clerk shakeup will be held in conjunction with the full-time information clerks' shakeup. At each shakeup all part-time shifts will be posted for bid. Part-time shifts will remain in effect during the duration of the shakeup. In the event of an opening in the part-time shifts, part-time information clerks may bid on open part-time shifts by date of hire.

13. The Corporation shall establish a date of hire list for the purpose of:

- A. Bidding work.

- B. Bidding unpaid leave.
- C. Bid for full-time information clerk's position shall be by date of hire and overall performance record.

14. Part-time information clerks will be allowed one full week (5 consecutive days) unpaid leave per year after one (1) full year on the payroll. This unpaid leave will be bid in conjunction with the full-time information clerks' vacation bidding.

15. Part-time information clerks are not eligible for such fringe benefits as vacations, sick leave, death benefit, holidays, pensions, and health and welfare or wage continuation.

16. Promotion to full-time telephone information or other full-time clerical status is subject to overall performance record and qualifications.

## **SECTION 24 (CLERICAL)**

### **SPECIAL PROVISION**

Except as otherwise provided in Addendum of Agreement between the parties to this contract, the terms of this contract between the parties shall apply to all members of the Union.

## **SECTION 25 (CLERICAL)**

### **SUCCESSORS AND ASSIGNS**

The Addendum of Agreement shall be binding upon and for the benefit of the successors and assigns of the parties hereto as well as upon the parties themselves. In order to carry out this clause, the parties agree that the following procedure shall govern the sale, transfer, lease or other alienation of all or any part of the Corporation's business.

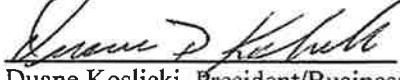
- A. The Corporation shall notify the Union upon its formulation of intent to in any manner transfer or alienate any portion of its operation.
- B. The Corporation shall, as a part of the transfer transaction, require the party acquiring an interest in all or part of the Corporation's operation or assets covered by this Agreement to execute a document in which the acquiring enterprise agrees to be bound and abide by the terms and conditions of this Collective Bargaining Agreement.
- C. Prior to completion of the actual transfer, the Corporation shall furnish the Union with a copy of the executed document specified in Paragraph B.
- D. The Corporation shall, as a term and condition of any transfer, require the acquiring enterprise to execute a duplicate of the original of this Agreement.
- E. The Corporation shall not complete the actual transfer transaction until said executed duplicate of the original of this Agreement has been provided to the Union.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives thereunto duly authorized on January 1, 2025.

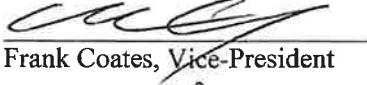
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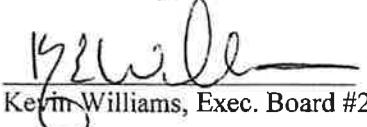
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LOCAL DIVISION 1309

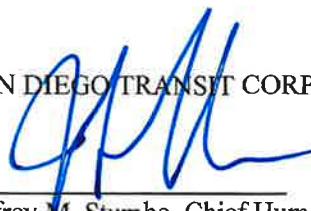
  
Duane Koslicki, President/Business Agent

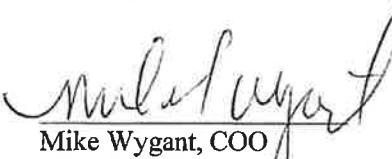
  
Jamaal Russell, Financial Secretary/Treasurer

  
Frank Coates, Vice-President

  
Kevin Williams, Exec. Board #2

SAN DIEGO TRANSIT CORPORATION

  
Jeffrey M. Stumbo, Chief Human Resources Officer

  
Mike Wygant, COO

  
Devin Braun, Director of Transportation

  
Brendan Shannon, Director of HR

## LETTERS OF AGREEMENT "A – J"

### LETTER OF AGREEMENT "A" "San Diego Transit Corporation Attendance Policy"

#### I. Purpose

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. However, this policy ensures that an employee may use up to five (5) days of paid sick leave during the rolling 365-day attendance review period, and none of those paid sick leave days shall be considered a missed work day under this policy. In addition, this policy ensures that employees on legally protected leaves of absence from work shall not be disciplined for such time off work.

#### II. Scope of Policy

This policy applies to all employees of SDTC represented by ATU Local 1309, including clericals and operators.

#### III. Attendance Review Period

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.

For the purpose of determining the review period under the policy, absences due to an accepted workers' compensation claim, approved disability accommodation leave 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) 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, 2004 to December 31, 2004, 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 December 22, 2003 to December 31, 2004.

As described in this Policy, employees who use sick leave, and use that leave in accordance with applicable policy and law, may be absent up to five (5) days in the rolling 365-day review period without accruing an occurrence.

As a reminder to all employees, you may be eligible for protected leave under Family and Medical Leave Act (FMLA) to care for your child, parent or spouse with a serious health condition, or for your own serious health condition (e.g., broken bones, surgery, hospitalization, torn ligaments, torn tendons or chronic health condition), or to care for a newborn, adopted or foster child within the first year of birth, or placement for adoption or foster care. Please contact the Human Resources Department for information about your rights under the FMLA or other laws. Employees who believe they qualify for FMLA or Disability Accommodation Leave should contact the Human Resources Department immediately to request leave. FMLA and Disability Accommodation Leave are not effective until approved by the Human Resources Department and these leave types are not granted retroactively.

Employees wishing to designate a particular absence under one of the categories outlined in Section VI must do so **at the time the absence is reported**. If that is not possible under the circumstances, the designation must be made as soon as possible. Absences not timely designated in one of the listed categories will count as an occurrence under this policy.

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

##### A. Five (5) Days of Absence — Formal Reprimand and Suspension of Up to Three Days

Any employee missing five (5) days of work during the 365-day review period described above shall receive a formal reprimand and an unpaid suspension of up to three (3) days.

##### B. Nine (9) Days of Absence — Formal Reprimand and Suspension of Up to Five Days

Any employee missing nine (9) days of work during the 365-day review period described above shall receive a formal reprimand and an unpaid suspension of up to five (5) days.

##### C. Thirteen (13) Days of Absence — Termination of Employment

Any employee missing thirteen (13) 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:

- i. Length of employment;
- ii. Job performance;
- iii. Explanation provided for absences;

- iv. Previous absence record;
- v. Previous reprimands and commendations issued during the 365- day review period above.

If an employee has used less than 3 days of their sick leave over the previous three years, they shall have five (5) days of absence added to section IV A, B, and C above, before discipline is issued. This consideration does not apply to employees who are off sick, but who do not use sick leave.

## 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 an approved work-related injury or accident;
- iii. Any period of absence from work on approved leave as a form of disability accommodation under the Americans with Disabilities Act (“ADA”) or the California Fair Employment and Housing Act (“FEHA”). Medical documentation may be required, per the applicable law.
- iv. Paid Sick Leave – Absence from work for which the employee has requested and been approved to use paid sick leave to care for oneself or the employee’s family member (includes an employee’s parent, child, spouse, registered domestic partner, grandparent, grandchild or sibling), or as defined by law, or other permissible purpose under applicable paid sick laws, unless the employee’s time for this purpose has exceeded five (5) days in the rolling 365-day review period. In other words, up to five (5) days of paid sick leave used per rolling year do NOT count as an occurrence.

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

When an employee is absent from work, they are not required to provide a doctor’s note concerning their absence from work, unless otherwise required by law or by agreement between ATU 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), and doctor’s reports are required in the workers’ compensation process. Operators must call the dispatcher if they will be absent (clericals must call their supervisor).

## VIII. Partial Day Absences

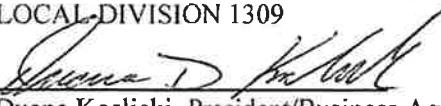
Partial day absences will be tracked in one-half day increments. If an employee is absent from work for less than four hours in a workday, this will be treated as a half-day absence. If an employee is absent from work for four hours or more in a workday, this will be treated as a full day absence.

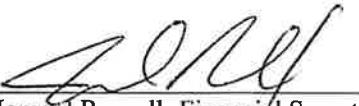
The only exception to this is that employees can use their first five days of paid sick leave in increments of two hours or more for partial day absences, and the employee will not receive an absence for any such occurrence.

## IX. Sick Leave Sell Back/ Bonus

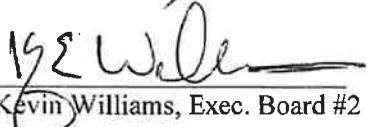
If employee is absent two (2) days or less (not including vacation, jury duty or bereavement) during the year (anniversary date to anniversary date), the employee will receive 50% of their unused annual sick leave accrual in cash on a dollar for dollar basis, upon their request. Employee must have 200 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.

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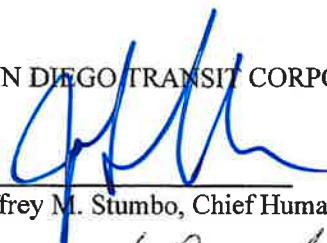
  
Duane Koslicki, President/Business Agent

  
Jamaal Russell, Financial Secretary/Treasurer

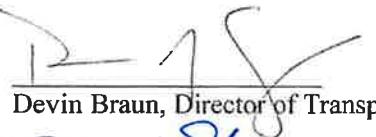
  
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SAN DIEGO TRANSIT CORPORATION

  
Jeffrey M. Stumbo, Chief Human Resources Officer

  
Mike Wygant, COO

  
Devin Braun, Director of Transportation

  
Brendan Shannon, Director of HR

#### LETTER OF AGREEMENT "B"

Effective as of January 1, 2025

Amalgamated Transit Union, Local Division 1309 ("Local 1309") and San Diego Transit Corporation ("SDTC"), agree to the following:

Any participant under the Retirement Plan for A.T.U. Local 1309 Contract Employees of San Diego Transit Corporation (the "Plan"):

- (i) Who is receiving from the Plan in the form of a joint and spousal survivor annuity during the term of this agreement, and
- (ii) Whose spouse dies during the term of this agreement, predeceasing the participant, shall have his or her monthly benefit payable following the death of the spouse adjusted so that it is equal to the monthly benefit which would have been paid to the participant if he or she had elected a single life annuity at the time of retirement. Such benefit shall remain at the adjusted level for the remainder of the life of the participant.

Local 1309 agrees that this benefit is available only to participants in joint and spouse survivor annuity pay status in 2025, 2026, 2027, whose spouse dies in 2025, 2026, 2027, and that in consideration of SDTC's agreeing to this benefit, Local 1309 agrees that it will never argue that the above adjustment in monthly payments is an accrued benefit under ERISA that can only be removed in accordance with 29 U.S.C. Section 1054 (g).

Local 1309 agrees that it will not file a grievance, claim, or demand or sue SDTC, its affiliates, their officers, directors or managing agents, the Plan, or the Retirement Board of the Plan claiming that the above adjustment in monthly payments is a protected benefit under Section 411 (d)(6) of the Internal Revenue Code. Local 1309 agrees to waive any and all such arguments and agrees not to bring any litigation, grievances, claims, or demands that the above adjustment

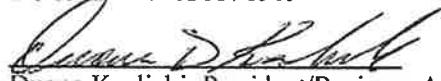
in monthly payments has any effect on the benefits of Plan participants whose spouses die before January 1, 2025 or after December 31, 2027.

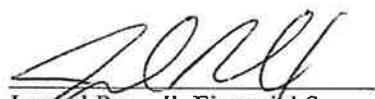
To the extent permitted by law, and only to that extent, Local 1309 agrees that no Plan participant will ever argue that the above adjustment in monthly payments is an accrued benefit under ERISA that can only be removed in accordance with 29 U.S.C. Section 1054(g).

To the extent permitted by law, and only to that degree, Local 1309 agrees that no Plan participant will file a grievance, claim or demand or sue SDTC, its affiliates, their officers, directors or managing agents, the Plan, or the Retirement Board of the Plan claiming that the above adjustment in monthly payments is a protected benefit under Section 411(d)(6) of the Internal Revenue Code. To the degree permitted by law, and only to the degree permitted by law, Local 1309 on behalf of all Plan participants agrees to waive any and all such arguments and agrees not to bring any litigation, grievances, claims, or demands that the above adjustment in monthly payments has any effect on the benefits of Plan participants whose spouses die before January 1, 2025 or after December 31, 2027.

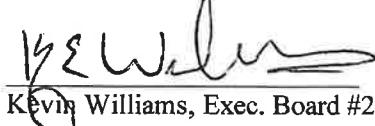
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives on January 1, 2018, to be effective as of the date first written above.

AMALAGAMATED TRANSIT UNION,  
LOCAL DIVISION 1309

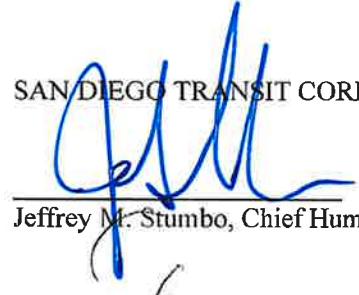
  
Duane Koslicki, President/Business Agent

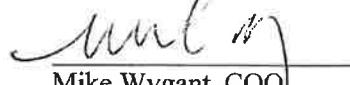
  
Jamaal Russell, Financial Secretary/Treasurer

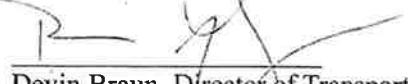
  
Frank Coates, Vice-President

  
Kevin Williams, Exec. Board #2

SAN DIEGO TRANSIT CORPORATION

  
Jeffrey M. Stumbo, Chief Human Resources Officer

  
Mike Wygant, COO

  
Devin Braun, Director of Transportation

  
Brendan Shannon, Director of HR

**LETTER OF AGREEMENT "C"**  
**"Anger Management Program"**

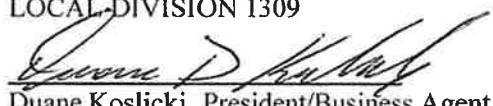
January 1, 2025

Amalgamated Transit Union, Local Division 1309 ("ATU") and San Diego Transit Corporation ("SDTC") agree to the following:

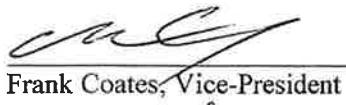
It is in the best interests of both the Corporation and the Union to make every effort to retain good employees who are experiencing difficulties. To this end, the Company may, at its sole discretion, choose to pay for attendance by said employee(s) at an "anger management program", and allow sick leave to be used for this purpose prior to an employee being terminated. Upon completion of the recommended program and receipt of a doctor's certification, the employee would be allowed to return to work.

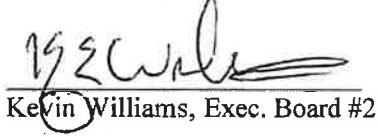
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives thereunto duly authorized on January 1, 2025.

AMALAGAMATED TRANSIT UNION,  
LOCAL DIVISION 1309

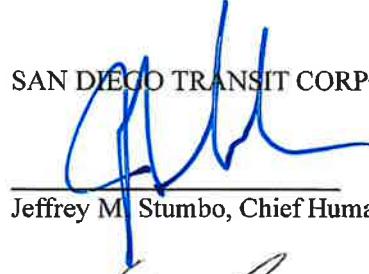
  
Duane Koslicki, President/Business Agent

  
Jamaal Russell, Financial/Secretary/Treasurer

  
Frank Coates, Vice-President

  
Kevin Williams, Exec. Board #2

SAN DIEGO TRANSIT CORPORATION

  
Jeffrey M. Stumbo, Chief Human Resources Officer

  
Mike Wygant, COO

  
Devin Braun, Director of Transportation

  
Brendan Shannon, Director of HR

**LETTER OF AGREEMENT "D"**  
**"Pension Plan / Deferred Retirement Option Plan"**

Amalgamated Transit Union, Local Division 1309 ("ATU") and San Diego Transit Corporation ("SDTC") agree to the following:

R. Retirement-SDTC Pension Plan

1. Effective October 1, 2005, the following table will take effect with a 60% cap.

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

2. Effective January 1, 2006, the above table will have a 70% cap.

3. **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.

Employees hired after November 1, 2012 will not be eligible for the defined benefit pension plan. Instead, they will be eligible for a defined contribution plan, into which the Company will contribute 4% of straight time wages (increases to 5% on January 1, 2019 and increases to 6% on January 1, 2023 into the employees 401(a) account (regardless of employee contribution) and match 100% of the first 2% of wages 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.

#### **Grandfathered Employees**

Employees hired on or before November 1, 2012 will remain in the 2.0% @ 55 defined benefit pension plan outlined above.

For service credit earned after November 1, 2012, only regularly scheduled work days (including sick leave and holidays) will count toward final earnings for pension calculation purposes. For example, if an employee bids a run that pays 8 hours and 34 minutes per day, the 34 minutes of overtime will count towards their final pension calculation, assuming they meet the overtime requirements outlined in other Sections of this CBA. If they do not meet the overtime threshold requirements, in this example, the 34 minutes will be paid at straight time. Hours worked outside their regularly scheduled work days (e.g., day off work) will not count for pension calculations purposes.

Beginning the first pay period after July 1, 2014, employees in a defined benefit plan will contribute 5% of pensionable wages, pre-tax, biweekly.

Beginning the first day of first pay period after ratification by MTS Board of Directors, employees in a defined benefit plan will contribute 6% of pensionable wages, pre-tax, biweekly.

Beginning July 1, 2016, employees in a defined benefit plan will contribute 7% of pensionable wages, pre-tax, biweekly.

Beginning December 1, 2017, employees in a defined benefit plan will contribute 8% of pensionable wages, pre-tax, biweekly.

Effective at management's discretion during the term of the agreement, employees who retire in good standing with at least 10 years of service may select a retirement gift from a catalog. Employees with less than 10 years of service will receive a framed certificate. Gift cards will no longer be given.

Effective as of the date of this collective bargaining agreement, SDTC and ATU agree to amend the Retirement Plan for A.T.U. Local 1309 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 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 2013, 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives thereunto duly authorized on January 1, 2025.

AMALAGAMATED TRANSIT UNION,  
LOCAL DIVISION 1309

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Duane Koslicki, President/Business Agent

SAN DIEGO TRANSIT CORPORATION

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Jeffrey M. Stumbo, Chief Human Resources Officer

Jamaal Russell, Financial Secretary/Treasurer

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Mike Wygant, COO

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Frank Coates, Vice-President

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Devin Braun, Director of Transportation

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Kevin Williams, Exec. Board #2

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Brendan Shannon, Director of HR

**LETTER OF AGREEMENT "E"**  
**"Return to Work Program"**

This Letter of Agreement ("Agreement") is entered into on May 1, 2025, by and between the Amalgamated Transit Union, Local 1309 ("ATU") and San Diego Transit Corporation ("SDTC"), on the terms set forth below.

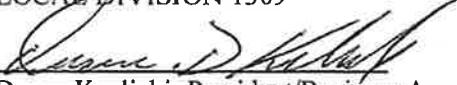
1. SDTC may implement a Return to Work program ("RTW program") at SDTC's discretion. The purpose of the program will be to allow employees who have work-related injuries to return to employment with SDTC on a temporary basis in a light duty assignment. Employees with non-work-related injuries may be eligible for reasonable accommodations from SDTC but they are not eligible to participate in this specific program.
2. There are no permanent light duty positions. Light duty assignments will be reviewed at a minimum of every 90 days. This program is not available to any employee who is able to perform their normal job for SDTC.
3. Assignments to and within the RTW program will be at the sole discretion of management. Examples of possible assignments include but are not limited to, serving as an Ambassador to customers in or near transit facilities, assisting with administrative tasks, other work that complies with the employee's work restriction(s)

and/or spending time in a classroom or office type environment to refresh or gain more knowledge about their position, safety or the Agency. The maximum duration of these temporary assignments is one hundred and eighty (180) days. SDTC may not have sufficient light duty assignments available to offer assignments to all employees who have suffered on-the-job injuries. RTW vacancies will be filled on a first come, first served basis, taking into account employee qualifications and work restrictions; assignments will not be based on seniority. An employee will not be permitted to bump another employee from another assignment because of seniority or any other reason.

4. Employees will not be assigned positions in the RTW program unless the light duty assignment complies with the employees physical restrictions, as determined by their treating physician.
5. Employees in the RTW program will be paid the greater of 50% of their current pay rate based on the wage progression for their usual position or minimum wage and two-thirds of 50% of their current pay rate, as tax free wage loss, from the agency's Worker's Compensation TPA while working the light duty assignment in the program. Employees will receive ancillary benefits such as healthcare coverage and pension credit as specified in the collective bargaining agreement.
6. The parties acknowledge that employees who are offered and reject assignments in the RTW program will no longer be eligible for temporary disability indemnity payments from the workers compensation system. In the event an employee is eligible for a permanent disability benefit, said benefit will not be affected by participation or non-participation in the RTW program.
7. SDTC will receive whatever credit it may be entitled to in the workers' compensation system, or other such programs for the wages and benefits paid to employees who participate in the RTW program.
8. Except as set forth in this Agreement, Employees in the RTW program will be subject to the same SDTC policies and procedures, and to the Collective Bargaining Agreement ("CBA"), as active SDTC employees. Thus, employees in this program are subject to, for example, the attendance policy, and the tardy, uniform and job abandonment provisions of the CBA, bulletins or other company policies and procedures. Employees in the RTW program will be subject to disciplinary action or discharge from employment according to the same rules and procedures, and according to the CBA, as active SDTC employees.
9. SDTC will provide information to employees regarding the description of their RTW job including work hours, breaks, the supervisor to whom they report and other such information they will need in order to do their RTW job. Employees must perform their temporary duties in accordance with management instructions. Failure and/or refusal to adequately perform temporary duties may result in discipline up to and including termination or disqualification from further participation in the RTW Program.
10. SDTC retains the right to discontinue the RTW Program at any time after providing written notice to ATU of its intention to do so.
11. This Agreement is the entire agreement between the parties. Any and all prior agreements or understandings that are not embodied in this Agreement are of no force and effect. Moreover, the terms of this Agreement may not be modified, except by written agreement signed by the party against whom enforcement of any such modification is sought.
12. The parties acknowledge that they have executed this Agreement freely and voluntarily, with full knowledge of all material facts, after consultation with or the opportunity for consultation with independent legal counsel as to every aspect of this Agreement, and that they have fully read the entire Agreement and understand each and every provision contained herein.

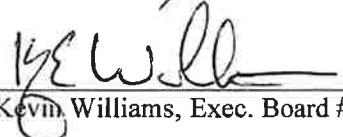
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

AMALAGAMATED TRANSIT UNION,  
LOCAL DIVISION 1309

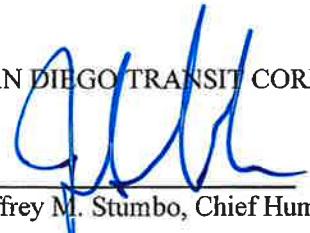
  
Duane Koslicki, President/Business Agent

  
Jamaal Russell, Financial Secretary/Treasurer

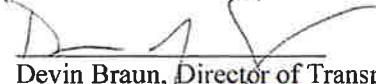
  
Frank Coates, Vice-President

  
Kevin Williams, Exec. Board #2

SAN DIEGO TRANSIT CORPORATION

  
Jeffrey M. Stumbo, Chief Human Resources Officer

  
Mike Wygant, COO

  
Devin Braun, Director of Transportation

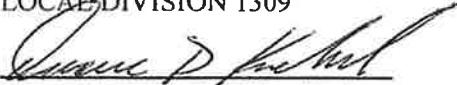
  
Brendan Shannon, Director of HR

**LETTER OF AGREEMENT "F"**  
**"Proposal for Service Credit for Participants on Union Duties"**

- The collective bargaining agreement between San Diego Transit Corporation ("SDTC") and A.T.U. Local 1309 ("1309") permits the 1309 President to request that 1309 officials be granted time off for 1309 business; this time off is paid for by 1309. The Plan does not address how these periods of time off should be treated for the purposes of computing "Average Monthly Final Earnings."
- It is proposed that a provision be added to the Plan to address the periods of time off for Union business, as follows:
  - Credit for time off will be granted only to the six (6) Plan participants who hold or have held one of the following Union positions: Vice President, Recording Secretary, Financial Secretary/Treasurer and three elected board members ("Eligible Participants").
  - Credit for lost run time will be given only for SDTC work missed (e.g., credit will not be given for 1309 work performed on a day off).
  - In order for an Eligible Participant to receive credit for time off for 1309 business, the Eligible Participant must complete and submit a form to the Payroll Department of SDTC which itemizes the hours of time off. Such form must be submitted in on a monthly basis, no later than 30 days after the end of each month, and must be signed by the 1309 President or designee and a Division Manager (or higher) of the SDTC Transportation Department.
  - For the purposes of computing Average Monthly Final Earnings under the Plan, each Eligible Participant will be given credit for (i) his or her lost run time for time-off for 1309 business which meet

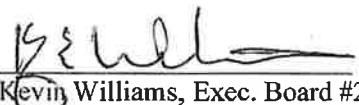
the criteria set forth above, MULTIPLIED BY (ii) the Eligible Participant's pay rate during the period of time off.

AMALAGAMATED TRANSIT UNION,  
LOCAL DIVISION 1309

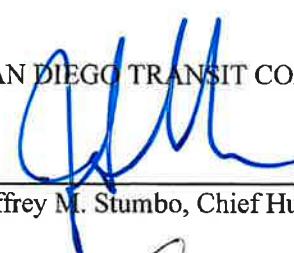
  
Duane Koslicki, President/Business Agent

  
Jamaal Russell, Financial Secretary/Treasurer

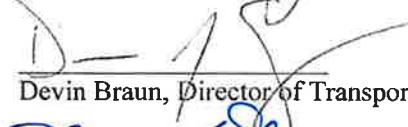
  
Frank Coates, Vice-President

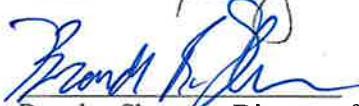
  
Kevin Williams, Exec. Board #2

SAN DIEGO TRANSIT CORPORATION

  
Jeffrey M. Stumbo, Chief Human Resources Officer

  
Mike Wygant, COO

  
Devin Braun, Director of Transportation

  
Brendan Shannon, Director of HR

#### **LETTER OF AGREEMENT "G" "Medical Evaluation"**

Effective January 1, 2025 or upon ratification of CBA (whichever is later), San Diego Transit Corporation ("SDTC") and the Amalgamated Transit Union, Local 1309, ("ATU") agree to the following:

Per Section 19 of the collective Bargaining Agreement between SDTC and the ATU, 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 a vendor to provide medical evaluations for employees. The current vendor is US HealthWorks ("USHW") but SDTC may change vendors at its sole and absolute discretion. The vendor 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 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 upon request.

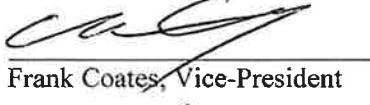
- Employees will make an appointment at whatever available time is most convenient for the employee at the USHW location of their choice. Employees should begin the recertification process one month before the expiration of their current certification. SDTC will not allow employees with expired medical certifications to work, so it is up to the employee to have their new medical certificate issued before their old one 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 ATU 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.
- 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. 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 1, 2025, to be effective as of the date first written above.

AMALAGAMATED TRANSIT UNION,  
LOCAL DIVISION 1309

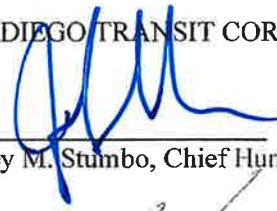
  
Duane Koslicki, President/Business Agent

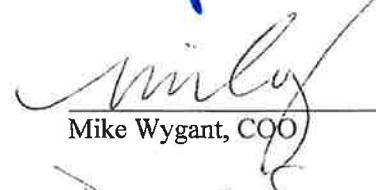
  
Jamaal Russell, Financial Secretary/Treasurer

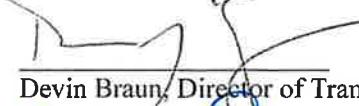
  
Frank Coates, Vice-President

  
Kevin Williams, Exec. Board #2

SAN DIEGO TRANSIT CORPORATION

  
Jeffrey M. Stumbo, Chief Human Resources Officer

  
Mike Wygant, COO

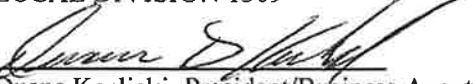
  
Devin Braun, Director of Transportation

  
Brendan Shannon, Director of HR

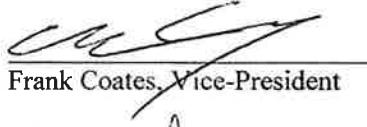
**LETTER OF AGREEMENT "H"**  
**"Mandatory Call Back"**

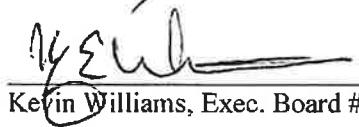
1. Effective August 21, 2021 and until March 1, 2022, Bus Operators who are mandatorily called back will receive a \$25 bonus per assigned shift in which they are called back. Bus Operators who do not complete all shifts in their regular work week for any reason, excluding pre-approved casual vacation days and floating holidays, will not be eligible for the \$25 bonus. The bonus will not count for pension calculation purposes.
2. If mandatory callbacks are necessary after January 1, 2022, SDTC will discuss incentive options for will work, allowing drivers to work during vacation weeks and additional compensation for mandatory callbacks.
3. Effective January 1, 2015, any Bus Operator who maintains perfect attendance (no absences for any reason, including FMLA, CFRA, workers compensation) for six months shall have the oldest two (2) "attendance occurrences" removed from their rolling one year attendance record.
4. Bus Operators who receive written notification of mandatory call back, but are ultimately not required to show up to work, shall be compensated one (1) hour, in accordance with Section 17B, for the inconvenience.
5. Bus Operators who receive written notification of mandatory call back, show up ready to work, but are not assigned work, shall receive the 5 hour 20 minute guarantee at time and one half as outlined in CBA.

AMALAGAMATED TRANSIT UNION,  
LOCAL DIVISION 1309

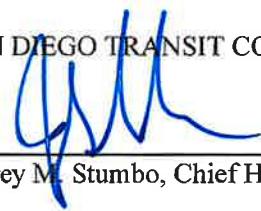
  
Duane Koslicki, President/Business Agent

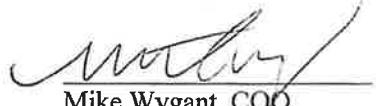
  
Jamal Russell, Financial Secretary/Treasurer

  
Frank Coates, Vice-President

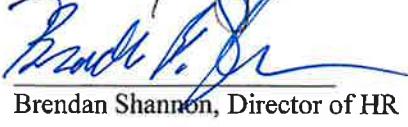
  
Kevin Williams, Exec. Board #2

SAN DIEGO TRANSIT CORPORATION

  
Jeffrey M. Stumbo, Chief Human Resources Officer

  
Mike Wygant, COO

  
Devin Braun, Director of Transportation

  
Brendan Shannon, Director of HR

**LETTER OF AGREEMENT "I"**

**"Temporary Incentives for Voluntarily Working a Day Off and Working During Bid Vacation Weeks"**

The Amalgamated Transit Union, Local 1309 ("ATU") and San Diego Transit Corporation ("SDTC"), collectively ("the Parties") agree to modify the terms of the Collective Bargaining Agreement ("CBA") between the Parties pursuant to the provisions outlined below:

**Preamble**

Based on unprecedented labor shortages caused by the COVID-19 pandemic, SDTC is temporarily experiencing difficulty attracting/training sufficient Bus Operators to maintain service levels without mandating overtime work. ATU and SDTC mutually agree that avoiding mandatory overtime "call back" of Bus Operators is preferred. Accordingly, as outlined below, the Parties have agreed to to allow Bus Operators to work during bid-in vacation weeks.

**Working During Vacation Weeks**

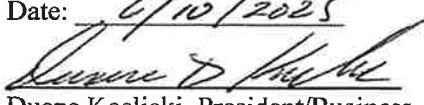
Per Section 11(E) of the CBA, the Parties agree that SDTC may, at its discretion, allow operators to work while on vacation due to the current staffing shortage from December 15, 2024 through June 28, 2025. SDTC may not require Operators to work bid-in vacation weeks. Operators may choose to work one day or all five days during their bid-in vacation. All work performed while on vacation shall be paid at the straight time rate unless it is in excess of forty (40) hours per week, in which case it shall be paid for at the rate of time and one-half. In addition to pay for their hours worked, employees will receive their usual vacation pay. Vacation pay for days in which the employee works will not count for pension calculation purposes.

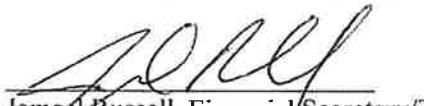
Hours worked during vacation will count towards retirement per Letter of Agreement "D" in the CBA. This does not include hours worked on a "regular day off".

Operators requesting to work on their regular day(s) off will be used before those requesting to work on their vacation. Operators working during vacation will not work their usual bid-in assignment due to vacation board operator assignments.

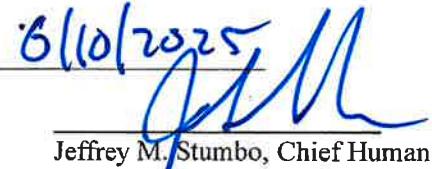
Accepted and agreed:

AMALGAMATED TRANSIT UNION,  
LOCAL 1309

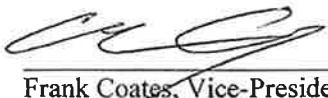
Date: 6/10/2025  
  
Duane Koslicki, President/Business Agent

  
Jamaal Russell, Financial Secretary/Treasurer

SAN DIEGO TRANSIT CORPORATION

Date: 6/10/2025  
  
Jeffrey M. Stumbo, Chief Human Resources Officer

  
Mike Wygant, COO



Frank Coates, Vice-President



Kevin Williams, Exec. Board #2



Devin Braun, Director of Transportation



Brendan Shannon, Director of HR

#### LETTER OF AGREEMENT "J"

#### "Bus Operator Premium Pay for Split Shifts, New Operator Time Off, and Increased Pay for Field Trainers and Behind the Wheel Trainers"

February 8, 2024

##### Pay for Split Shifts

Operators with a split of more than one hour in their assigned work shall be paid a \$4.00 per hour premium for the time worked that day. This shall be effective for the pay period beginning February 11, 2024.

- Assigned work is any work bid in or assigned by MTS.
- The premium cannot be combined with other premiums. If more than one premium applies, only the highest premium will be paid each day.
- Run and tripper combos do not qualify for the premium.
- Operators must complete their entire run or assignment that day to be eligible for the premium.
- An operator receiving a miss-out or having any kind of absence that day, including approved absences such as Personal Emergency or Lay Off, will also disqualify the operator for that day's premium.
- The premium will be paid for partial hours worked (for example, 15 minutes will be paid \$1.00).
- The premium will not be used to increase the daily overtime, spread overtime, weekly overtime, or day off overtime rates. Operators will be paid their normal rate for overtime, plus the premium for all hours worked that day.
  - Example: Operator works 8h00 with a split on their day off with a regular rate of \$25/hour and an overtime rate of \$37.50 per hour. They will be paid  $8 \times \$37.50 \text{ per hour} + 8 \times \$4 \text{ per hour} = \$332$ .

##### First Year Time Off

Bus operators receive the following paid time off (PTO) as follows, in addition to any current sick time already provided, during their first year only:

- 4 PTO days accrued 6 months from hire date

##### PTO day requirements:

- PTO days must be bid in based on the casual vacation availability calendar and seniority and be pre-approved. PTO days will count against the casual vacation quota for all bus operators.
- PTO days in the first year may not be used to pay for non-planned absences (approved or unapproved) such as sick time, sign off, personal emergency, etc. Management reserves the right to approve use of non-planned PTO days based on circumstances presented by the employee.
- PTO days not used in the first year will convert to casual vacation days at the one-year anniversary and be used and paid according to the contract.

- Any operator on an extended absence of 3 days or more, approved or not approved, will have their accrual date extended by the same amount of days absent. The extension will be the total number of calendar days from the starting date of the absence to the end date of the absence, inclusive.
- PTO days will be subject to the disqualification rule for holidays in the contract (Section 17E). The bus operator must work and complete their full assignment on the first scheduled day before and the first scheduled day after their approved PTO day or the PTO day will not be paid, and the accrued time will still be removed from the balance.

SDTC and ATU will agree on the employees, via a list, who are eligible for retroactive accrual of these PTO days. Any employees reaching their 6-month hire anniversary after the signing of this agreement will be credited with the PTO days.

#### **Field Trainer and Behind the Wheel Trainer Increased Premiums**

San Diego Transit Corporation (SDTC) and the Amalgamated Transit Union Local 1309 (ATU) recognize the current difficulty in attracting, training, and retaining bus operators after the COVID-19 pandemic. In order to successfully implement a training program with the goal of fully-staffing bus operations at pre-pandemic levels, the parties agree that field trainers and behind the wheel trainers are integral parts of the training process. There is a need to attract additional bus operators to act in these positions in order to train a larger number of new employees.

- Therefore, SDTC and ATU agree that the premium for these two positions as defined in Section 17D shall be increased to \$4.00 per hour effective the pay period beginning February 11, 2024.

SDTC and ATU understand that the terms of this agreement will be incorporated into the next collective bargaining agreement and its terms will therefore sunset upon the effective date of the next CBA.

AMALAGAMATED TRANSIT UNION,  
CORPORATION LOCAL DIVISION 1309

Duane Koslicki

Duane Koslicki (Feb 9, 2024 15:37:25T)

Duane Koslicki, President/Business Agent

02/09/24

Date

SAN DIEGO TRANSIT

Michael Wygant

Michael Wygant (Feb 9, 2024 15:32:25T)

Mike Wygant, COO Bus Operations

02/09/2024

Date