

**TENTATIVE AGREEMENT**  
**BETWEEN IBEW, LOCAL 465 AND SAN DIEGO TRANSIT CORP.**  
**February 23, 2009**

This proposal is presented to IBEW as a package. In other words, in order to accept this proposal, IBEW must accept the proposal in its entirety. IBEW cannot only accept certain elements of the package. In addition, the language of SDTC's proposals is subject to being finalized once the concepts are agreed upon.

No.	CBA Section	Subject
1	Art. II B.5	Tentative Agreement September 21, 2007 B.5 Shake-ups will be held once a year, in the month of February by sections. The purpose of these shake-ups is to satisfy conditions of Article II, Section C.7. <u>The IBEW will assist in expediting the Shake-ups for assignments and vacation, will take no more than 1 week to complete.</u>
3	Art. II C.2	Management Proposal <u>September 15, 2008</u> C.2 Promotions in all classifications shall be based on qualifications and <del>performance evaluation</del> <u>SDTC work history records</u> . If two or more employees meet the above standards, seniority shall prevail. Any employee on probation due to disciplinary action shall not be allowed to bid a promotion until successfully completing his probationary period. If no employee bidding has sufficient qualifications and ability, the Corporation may hire from outside. The Corporation shall determine qualifications and ability, subject to the grievance procedure.
5	Art. II E.4	Management Proposal September 11, 2007 <u>Add -</u> Employees on FMLA must exhaust their accrued sick leave and then vacation before being able to take FMLA without pay.
12	Art. II J.1 and K.1	Management Proposal <u>September 15, 2008</u> Employees hired after <u>January 1, 2008 ratification</u> will cap at 4 weeks of vacation after 10 years, <del>6-7</del> sick days after <del>6-4</del> years of service <u>as outlined below</u> .  After one (1) year of service with the Corporation, employees shall be entitled to the following sick leave with pay:  After one (1) year service                   - <del>five</del> ( <del>54</del> ) days per year After two (2) years service                 - <del>six</del> ( <del>65</del> ) days per year After three (3) years service              - <del>seven</del> ( <del>76</del> ) days per year After four (4) years service               - <del>eight</del> ( <del>87</del> ) days per year

		<p><del>After five (5) years service — nine (9) days per year</del>  <del>After six (6) years service — ten (10) days per year</del>  <del>After seven (7) years service — twelve (12) days per year</del>  and each year thereafter, until  <del>After twenty (20) years service — fifteen (15) days per year.</del></p>																
12a	Art. II, J.6	<p>Management Proposal December 12, 2007  <u>Add - Apprentices will have their own vacation board.</u></p>																
14 <u>NEW</u>	Art. II N.1	<p>Management Proposal <u>February 23, 2009</u>  N.1 Employer contribution to the Health and Welfare Funds shall be based on 2080 hours per year for active employees, including those on Worker's Compensation or other job-protected leaves.</p> <table border="0"> <tr> <td>3/1/04</td> <td>3/1/05</td> <td>3/1/06</td> <td>3/1/07</td> </tr> <tr> <td>\$3.06</td> <td>\$3.55</td> <td>\$4.08</td> <td>\$4.69</td> </tr> <tr> <td>3/1/08</td> <td><u>Upon ratification</u></td> <td>3/1/10</td> <td></td> </tr> <tr> <td>\$4.69</td> <td>\$4.74</td> <td><u>\$4.91</u></td> <td></td> </tr> </table> <p><del>Employees contribution to the Health and Welfare Funds shall be as follows:</del></p> <p><u>Effective March 1, 2008:</u>  <u>-\$10.00 per pay period</u></p>	3/1/04	3/1/05	3/1/06	3/1/07	\$3.06	\$3.55	\$4.08	\$4.69	3/1/08	<u>Upon ratification</u>	3/1/10		\$4.69	\$4.74	<u>\$4.91</u>	
3/1/04	3/1/05	3/1/06	3/1/07															
\$3.06	\$3.55	\$4.08	\$4.69															
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\$4.69	\$4.74	<u>\$4.91</u>																
15	Art. II Q.1	<p>Management Proposal <u>August 25, 2008</u>  <u>Uniforms will be given to Servicers after they pass probation. They may wear "loaner" uniforms during this period denim pants in the interim. Loaner uniforms will come in the full range of sizes.</u></p>																
16	Art. II T.1	<p>Management Proposal <u>January 4, 2008</u>  <u>Add- Servicers will receive training for a commercial drivers license after they complete probation, but before the conclusion of their second year of employment. If they cannot pass the test after two attempts, they will be terminated. If a Servicer has not been offered training for a CDL, they will not be precluded from promotion opportunities.</u></p>																
17	Art. V B and C	<p>Management Proposal <u>January 4, 2008</u>  <u>Section B - Grievance Procedure:</u></p> <p><u>A grievance or dispute shall be adjusted according to the following procedure.</u></p>																

A. An employee may not file a grievance without Union approval.

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 Director of Human Resources and Labor Relations or the employer's representative within seventy-two (72) hours. The Director of Human Resources and Labor Relations 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 fifteen (15) days from the date of the delivery of the decision on the grievance by the Director of Human Resources and Labor Relations or his representative.

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

~~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 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 seventy-two (72) hours, and in the event the grievance is not settled satisfactorily within seventy-two (72) hours 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' 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.

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

I. Any grievance settlements must be signed by either the Director of Maintenance or the Director of Human Resources and Labor Relations to be effective.

~~———— B.3 ——— The complaint or grievance shall then be reduced to writing within three (3) working days and submitted to the Corporation. — Then the Union representative and grievance committee shall meet with the Manager/Director of Maintenance within three (3) working days after receipt of said complaint or grievance; then if no satisfactory settlement is reached between the parties within three (3) working days after the parties have met on the complaint or grievance then;~~

~~———— B.4 ——— The Union representative and grievance committee shall meet with the General Manager or his authorized representative within five (5) working days after the Manager of Maintenance has answered the Union as provided in Paragraph B.3 above, and attempt to resolve the dispute. If no satisfactory settlement is reached within five (5) working days after said meeting; either party may submit the dispute to arbitration.~~

~~———— B.5 ——— If the dispute is not settled under paragraph B.4~~

~~above, then either party shall have fourteen (14) calendar days after receipt of the Corporation's written decision in which to make a written notice to the other party for arbitration as hereinafter provided.~~

~~———— B.6 ——— Working days as set forth above do not include Saturday, Sunday and/or paid holidays.~~

**Section C - Arbitration:**

Replace existing language with the following:

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

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 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.

~~———— C.1 ——— To arbitrate disputes not settled under Article V, Section B.1, B.2, B.3, B.4, B.5 and B.6 above, either the Union or the Corporation may submit such disputes to arbitration as follows:~~

		<p><del>_____ a. If either party submits a written request for arbitration to the other party, said request, if meeting the time limits as set forth in Section B.5 above, will be considered as a demand for arbitration. Upon receipt of said written request, the Corporation and Union shall each appoint two (2) members of the Arbitration Board and said persons shall meet within seven (7) calendar days and select one (1) arbitrator from names supplied by the Federal Mediation and Conciliation Service. If the parties are unable to agree on such selection, the arbitrator shall be selected by the parties by alternately striking names from a list containing eleven (11) names to be supplied by the Federal Mediation and Conciliation Service, and the last remaining name shall be the impartial arbitrator of the five (5) man Arbitration Board.</del></p> <p><del>b.—E.</del> Within thirty (30) calendar days after selection of the arbitrators, the parties shall meet and consider the dispute in arbitration. Within thirty (30) calendar days after the final arbitration hearing, the impartial arbitrator shall issue an award in writing and only on the issues submitted. The award of the impartial arbitrator shall be final and binding on all parties.</p> <p><del>_____ c. The expenses and compensation of the arbitration shall be borne equally by the parties. The expenses and compensation of any witness called before the arbitration hearings shall be borne by the party calling the witness.</del></p> <p><u>Section D—Limitation:</u></p> <p><del>D.4F.</del> Time limitations specified herein shall be applicable unless extended by mutual agreement between the parties.</p>
18 <u>NEW</u>	Art. VI A	<p>Management Proposal <u>February 4, 2009</u></p> <p>Section A:</p> <p>The straight-time hourly wage shall be increased as follows:  <u>Upon ratification of IBEW &amp; MTS Board of Directors = 2.50%</u>  <u>Effective 1/1/10, 2.50%</u></p> <p><u>Bonus</u>  <u>Within two pay periods of ratification of the CBA by the IBEW and SDTC, the following bonuses will be paid:</u></p> <p><u>Mechanics, apprentices and equivalent = \$650</u>  <u>Servicers, Storeroom, Revenue Processor or equivalent = \$350</u>  <u>Servicers with six months or less of employment = \$0</u></p>

18a	Art. VI A.1	Management Proposal December 10, 2008  Add apprenticeship pay steps and Journeyman classification to CBA and pay tables.
19 <u>NEW</u>	Art. VII Attendance Program	Management Proposal February 23, 2009  Old attendance policy will be replaced with attachment dated February 23, 2009.
21	Art. IX A	Management Proposal August 25, 2008 A. The term of the new Agreement shall be from January 1, 2004-2008 to and including December 31, 2010-2007. Unless otherwise specifically provided in other Exhibits comprising this Memorandum of Understanding, the effective date of each change in the Agreement will be the date of ratification of this Agreement or as soon thereafter as practicable.
23	Apprenticeship Program	Management Proposal October 2, 2007 Apprentices <del>must pick open weeks of vacation will have a separate vacation board. They will receive no special arrangements.</del> Journeymen will be on the same vacation board as Mechanic A's.
24	Apprenticeship Program	Tentative Agreement October 2, 2007 Union accepts SDTC Building Maintenance Apprenticeship Program.
25	LOA	Management Proposal October 2, 2007 Revenue Department. 1. <del>Delete reference to Temporary Pool of Revenue Processors.</del> 2. Must pass Basic Skills or equivalent to be eligible for Ass. Rev. Tech or Rev. Tech.
26	Special Bulletin	Management Proposal December 15, 2007 The Special Bulletin regarding the level of discipline for sleeping offenses shall be void. <del>Management shall have sole discretion on appropriate discipline for employees who are found to have been sleeping on duty.</del>
28	Misc.	Management Proposal February 11, 2008 <del>AWOL policy. Agency has discretion to terminate employment after second absence without leave. The previous AWOL policy shall be void.</del>
29	Maintenance Handbook	<del>The Maintenance Handbook will be discussed outside negotiations. Management is updating the handbook. That which is a change to wages, hours or working conditions will be proposed to the IBEW shortly.</del>

**Proposals made by the IBEW that have been accepted by SDTC:**

1	Art. II, A.2	<u>Management Counterproposal December 15, 2007</u> <u>No current Mechanic A will be displaced by Journeymen. Mechanic A's and Journeymen are equivalent positions during shakeups. Seniority prevails in picking shifts.</u>
3	Art. II, A.4	Tentative Agreement September 21, 2007 <u>The corporation shall call a recognized Shop Steward if they want to interview the employee and the outcome of said interview could lead to disciplinary action for the employee involved.</u>
8	<u>Art. II, H.8</u>	<u>Management Counterproposal December 12, 2007</u> <u>Overtime will be offered first to employees who normally work that schedule (e.g., days, swing, etc.).</u>
11	Art. II, I.1	Tentative Agreement September 21, 2007 <u>An employee Management has the option of allowing an employee to split <del>splitting</del> floating holidays into half days based on operational needs.</u>
17	<u>Art. II, K.12</u>	<u>Management Counterproposal December 12, 2007</u> <u>Add, "While the death of a grandparent does not qualify for bereavement leave, employees may use up to four days of their sick leave or vacation to attend the funeral."</u>
20	Art. II, N.1	<u>Tentative Agreement September 21, 2007</u> <u>Management will support changing the renewal date for health insurance to April 1.</u>
29	Art. VI, Apprenticeship	Tentative Agreement September 21, 2007 <u>Management supports either jointly creating a separate apprenticeship book or adding the provisions to the CBA.</u>
30	Section II, K.4	Tentative Agreement October 2, 2007 <u>Add military leave.</u>

My signature below signifies my support of the foregoing tentative agreement in its entirety. It is agreed that minor modifications to some of the contract language may be necessary in order to comply with the conceptual agreement. Our bargaining teams will recommend approval of this package to the IBEW membership and to the San Diego Transit Corporation Board of Directors respectively.

IBEW, Local 465

San Diego Transit Incorporated

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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John Hunter, Business Manager/  
Financial Secretary

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Jeffrey M. Stumbo, Director  
of HR and Labor Relations

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Marty Hunter, Assistant Business Manager

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Claire Spielberg, COO

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Jerry Fecher, Business Representative

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Cliff Telfer, CFO

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Raul Diaz, Unit Chairman

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Tom Deluca, Director of  
Maintenance

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Shawn Kiley, Committee Member

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Brendan Shannon, Manager  
of Human Resources

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John Gilmore, Committee Member

## 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.

### II. SCOPE OF POLICY

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

### 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 or an absence that is protected by federal or state law (e.g. Family and Medical Leave Act, California Family Rights Act, California Pregnancy Disability Leave) of 3 consecutive days or more will extend the 365-day review period by an amount of days equal to the absence. For example, if an employee's review period is from January 1, 2008 to December 31, 2008, and during that period the employee was off work due to an approved workers' compensation injury for 10 consecutive days, the new review period would be [January 1, 2008](#) to [January 10, 2009](#).

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

### IV. ATTENDANCE REQUIREMENTS AND LEVELS OF DISCIPLINE

#### A. Five Days of Absence — ~~Written Reminder~~ of Amount of Days

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

#### B. Ten Days of Absence — Written Warning

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

**C. Fourteen Days of Absence — Formal Reprimand and Suspension of Up to Five Days**

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

**D. Eighteen Days of Absence — Termination of Employment**

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

**V. SDTC'S DISCRETION REGARDING THE AMOUNT OF DISCIPLINE**

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

- 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.

**VI. ABSENCES EXCLUDED FROM DISCIPLINARY CONSIDERATION**

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

- i. Any period of absence for which the employee is granted an FMLA leave or CFRA leave, or pregnancy disability leave;
- ii. Any period of absence attributable to a work-related injury or accident;
- iii. Any period of absence for which the employee is using sick leave to attend to the illness of his or her child, parent, spouse or domestic partner. The sick leave used for this purpose is limited to one-half of the amount of sick leave the employee accrues ~~during six months at the employee's then current rate of sick leave accrual~~ in a year. In order to excuse a period of absence for this purpose, the employee

must, within two days of returning to work, provide a note signed by a doctor specifying that the family member was seen by the doctor, the reason the employee needed to be present to attend to the family member, and the period of time that this was necessary.

iv. Surgery

v. Hospitalization for 24 hours or more and any additional absence arising out of such illness or injury required by a doctor.

vi. Broken bones

vii. Leave of absence approved by the Company

viii. Bereavement

#### **VII. NO DOCTOR'S NOTES REQUIRED FOR EVERY ABSENCE**

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

#### **VIII. PARTIAL DAY ABSENCES**

Partial day absences will be tracked in one-half day increments. If an employee is absent from work for less than four hours in a workday, this will be treated as a half-day absence. If an employee is absent from work for four hours or more in a workday, this will be treated as a full day absence. Employees will not be charged for ½ day absences if the reason for the absence was to attend a medical appointment and the employee shows proof that he went to the doctor.

#### **IX. SICK LEAVE SELL BACK/ BONUS**

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

X. Term/Pilot Program: The application of this policy shall commence with the ratification of the Collective Bargaining Agreement between the parties and shall continue in full force and effect for one (1) year from the ratification date. All points accrued by employees prior to the date of ratification shall be eliminated and all

employees shall start with zero absences under this new policy. Thirty (30) calendar days prior to one-year expiration, either party may serve written notice to cancel the policy and then open negotiations for a possible new attendance policy. This policy will remain in effect during any subsequent negotiation of a new policy.