AGREEMENT

BETWEEN

ALAMEDA-CONTRA COSTA

TRANSIT DISTRICT

and

AND

LOCAL 1245 OF

INTERNATIONAL BROTHERHOOD OF

ELECTRICAL WORKERS AFL-CIO

Effective

January 1, 2026 – December 31, 2029

TABLE OF CONTENTS

AGREEMENT 1
BASIC PRINCIPLES 1
MANAGEMENT'S RIGHTS 1
COURTEOUS AND RESPONSIBLE RELATIONSHIPS 1
ARTICLE I 2
RECOGNITION - EFFECTIVE DATE - TERMINATION 2
- AMENDMENTS - DISPUTES 2
GRIEVANCE PROCEDURE - ARBITRATION 2
SECTION 1.0 RECOGNITION OF INTERNATIONAL BROTHERHOOD OF 2
ELECTRICAL WORKERS 2
SECTION 2.0 TERM AND TERMINATION 2
SECTION 3.0 ASSIGNABILITY 3
SECTION 4.0 DISCIPLINE PROCEDURE 3
SECTION 5.0 GRIEVANCE PROCEDURE 4
SECTION 6.0 ARBITRATIONS 4
SECTION 7.0 QUALIFICATIONS 5
ARTICLE II 5
UNION SECURITY - UNION MEMBERSHIP - DEDUCTION OF DUES 5
SECTION 8.0 UNION SECURITY 5
SECTION 9.0 WORK ON OTHER THAN DISTRICT PROPERTY 6
SECTION 10.0 INFORMATION TO BE FURNISHED TO THE UNION 6
ARTICLE III 6
GENERAL PROVISIONS 6
SECTION 11.0 BASIC HOURLY WAGE RATES 6
SECTION 12.0 COST-OF-LIVING 8
SECTION 13.0 WORKING HOURS 9
SECTION 14.0 SHIFT DIFFERENTIAL 9
SECTION 15.0 PREMIUMS 9
SECTION 16.0 SHOW-UP TIME 10
SECTION 17.0 EMERGENCY STANDBY 10
SECTION 18.0 EMERGENCY CALL 11
SECTION 19.0 WORK ON HIGH POTENTIAL 11
SECTION 20.0 VACATIONS 11
SECTION 21.0 HOLIDAYS 13
SECTION 22.0 SICK LEAVE 14
SECTION 23.0 PAY ALLOWED FOR INJURY ON DUTY 15

SECTION 24.0 PERSONAL LEAVE DAYS 17
SECTION 25.0 JURY DUTY 17
SECTION 26.0 BEREAVEMENT LEAVE 17
SECTION 27.0 HEALTH AND WELFARE 18
SECTION 28.0 PENSION 20
SECTION 29.0 RETIREE MEDICAL 22
SECTION 30.0 SENIORITY 23
SECTION 31.0 CLASSIFICATION – SENIORITY SIGN-UP -BIDS - VACANCIES 23
SECTION 32.0 INCLUSION IN HIRING PROCESS 25
SECTION 33.0 TERMINATION OF EMPLOYMENT - LAY OFF - SEVERANCE PAY 25
SECTION 34.0 FACILITIES AND EQUIPMENT FURNISHED BY THE DISTRICT 26
SECTION 35.0 FREE TRANSPORTATION 27
SECTION 36.0 ATTENDANCE POLICY 27
SECTION 37.0 NON-DISCRIMINATION/AFFIRMATIVE ACTION 31
SECTION 38.0 AMERICANS WITH DISABILITIES ACT (ADA) 31
SECTION 39.0 LEAVES OF ABSENCE 31
SECTION 40.0 UNION LEAVE 36
SECTION 41.0 SAFETY TRAINING AND ACCIDENT PREVENTION 36
SECTION 42.0 TRAINING 36
SECTION 43.0 JOINT LABOR MANAGEMENT COMMITTEE 37
SECTION 44.0 HIRING HALL 37
MOU 2007-02 IBEW LOCAL 1245 and AC Transit District (January 12, 2009) 41
Position Merger/Apprenticeship Program 41
TRAINING AND APPRENTICESHIP PROGRAMS 41
JOINT APPRENTICESHIP COMMITTEE (JAC) 41
APPRENTICESHIP STANDARDS AND AGREEMENTS 42
SELECTION OF NEW APPRENTICES 42
The District shall determine the number of Apprentices to be admitted to the Program 42
MOU 2009-02 (continued) 42
CHALLENGING LEVELS 42
SENIOR COMMUNICATION TECHNICIAN POSITION 43
TRAINERS 43
LAYOFFS 43
ELECTRONIC TECHNICIAN CLASSIFICATION, (FACILITIES MAINTENANCE) 43
SIDE LETTER OF AGREEMENT—SLA/IBEW #92-1 44
ATTACHMENT A- IBEW LOCAL 1245 Employees' Hourly Wage Schedule 47

AGREEMENT

AGREEMENT MADE AND ENTERED INTO by and between ALAMEDA-CONTRA COSTA TRANSIT DISTRICT, a body corporate and politic, hereinafter called the "District", and LOCAL 1245, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, and the employees of the District who are now or may hereafter become members of said Local 1245, hereinafter called the "Union".

BASIC PRINCIPLES

In making this Agreement, the District has considered the fact that the Union and the employees within the bargaining unit represented by the Union are recognized by the National Labor Relations Board and the District's predecessor, Key System Transit Lines, and was so recognized in the Agreement dated the 23rd day of June 1960, between Key System Transit Lines and the Union, which Agreement was assigned to the District on October 1, 1960.

Therefore, pursuant to said purpose and facts the parties hereto agree as follows: It is recognized that the District is engaged in public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the District and its employee members of the Union.

The District shall not by reason of the execution of this Agreement abrogate or reduce the scope of any present wage rate of any employee covered hereby or change the conditions of employment of any such employee to his/her disadvantage.

The foregoing limitation shall not limit the District in making a change in a condition of employment if such change has been negotiated and agreed to by the District and the Union. There shall be no stoppage of work either by strike or lockout because of any dispute over matters relating to the provisions herein or during the time that any grievance or other matter is under arbitration as provided hereinafter. All such matters must be handled in the manner later provided in this Agreement

MANAGEMENT'S RIGHTS

The Union and District agree that both have obligations and responsibilities to see that the statutory objectives and mission of the District are attained.

The District has the duty to execute Management responsibilities and rights to attain this goal and the Union recognizes those District responsibilities.

The Union and the District agree to cooperate fully in the establishment and maintenance of harmonious and orderly relations and recognize the need for good working conditions, fair and impartial discipline and treatment of employees, and efficient operation.

COURTEOUS AND RESPONSIBLE RELATIONSHIPS

There is a mutual and supportive interest in establishing and maintaining a harmonious relationship between the District and the Union. Therefore, all will benefit by continuous coordination and by addressing any differences with reasonable and practical methods. The Union and the Employer shall be responsible for modeling and implementing the commitments of this section.

The Union and the Employer, including all Alameda – Contra Costa Transit District managers, supervisors, Employees, and Union staff, strive to achieve the following:

Treatment of One Another Regardless of Profession.

That ethical and consistent treatment of one another is an integral part of providing high quality service. To treat one another, regardless of position or profession, with dignity, respect, and trust, and recognize and appreciate the individual contribution each of us makes in our daily work.

Ensuring Courtesy.
To exhibit a personal, caring attitude toward each person with whom we interact and do so in ways that ensure courtesy, compassion, kindness and honesty.

Communication and Input.
To treat one another in the ways we want to be treated ourselves, including clear communications of expectations regarding performance, support of individual opportunities for growth, and provision of opportunities for input into decisions when they impact people directly.

ARTICLE I

RECOGNITION - EFFECTIVE DATE - TERMINATION - AMENDMENTS - DISPUTES GRIEVANCE PROCEDURE - ARBITRATION

SECTION 1.0 RECOGNITION OF INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

1.01 The Union is hereby recognized as the exclusive bargaining representative of all the employees set forth in Sections 1.0 and 11.0.

1.02 The District recognizes the Union as the sole bargaining agent for all employees who come under the jurisdiction of the Union. The trade jurisdiction of this Agreement shall include all electrical work, including signals and all forms of information transmission, using radio or electronic circuits or both.

1.03 Non-union supervisory personnel are not to perform any union work other than for instruction, except in unusual circumstances.

(a) Unusual circumstances is defined as circumstances created by act of God, parties unrelated to the District, or refusal of an amount of employees to work to perform as an efficient crew, but to exclude circumstances created by a reduction in force.

SECTION 2.0 TERM AND TERMINATION

2.01 This Agreement shall take effect January 1, 2026 and shall remain in effect until December 31, 2029. It shall continue in effect until the expiration date unless changed or terminated in the way later provided herein.

2.02 Either party desiring to change or terminate Agreement must notify the other, in writing, at least ninety (90) days prior to December 31, 2029. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provisions of the Agreement shall remain in full force and effect.

SECTION 3.0 ASSIGNABILITY

3.01 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind of the ownership or management of either party or by any change, geographical or otherwise, in the location or place of business of either party hereto. Provided, however, in the event of sale or lease of the District during the period of this Collective Bargaining Agreement, this Agreement shall be assignable to the purchaser or lessee and may be reopened by either party within twenty (20) days after the start of operations by the purchaser or lessee.

SECTION 4.0 DISCIPLINE PROCEDURE

4.01 The District agrees that it will notify the employee, in writing, within fifteen (15) working days from the date of knowledge of the occurrence forming the basis for the contemplated discipline or discharge of its intention to render discipline. No employee will be disciplined or discharged unless a copy of the precise and complete charge against the employee is furnished within fifteen (15) working days of the date of knowledge of the occurrence. A copy of notice will be sent to the Union.

4.02 Either the employee or the Union shall have the right to request a hearing on the charges within fifteen (15) working days of receipt of the charges. Failure to request a hearing within a period of fifteen (15) working days after receipt of the charges will be a forfeiture of the right to a hearing. An employee who has been or may be about to be suspended, disciplined or discharged shall be entitled to a fair and impartial hearing by a designated official of the Labor Relations Department of the District and may be represented by the Business Representative or Shop Steward of the Union. A written decision of such a hearing shall be rendered as promptly as possible, but in no event later than fifteen (15) working days after completion of the hearing, and copies furnished to the Union and the employee. Discipline, if any, will be implemented within twenty (20) working days of the issuance of the written decision. In the event of a suspension or discharge, the District shall make a recording of the hearing and shall, upon request of the Union, provide a copy of the tape.

4.03 In the event the decision at the first level hearing is not satisfactory to the employee or the Union, the matter may be appealed in writing to the Labor Relations Manager or his/her designee within ten (10) working days after receipt of the written decision. The Labor Relations Manager or his/her designee and the Union Representative shall meet within fifteen (15) working days of the receipt of the written appeal to resolve the issue. A written decision will be rendered by the Labor Relations Manager or his/her designee as promptly as possible, but in no event later than ten (10) working days following the completion of the meeting.

4.04 Adverse notations on matters other than preventable accidents on an employee's record more than one (1) year old as of the date of the infraction under investigation will not be taken into consideration or be admissible as evidence. Adverse notations regarding preventable accidents on an employee's record more than eighteen (18) months old as of the date of the accident under investigation will not be taken into consideration or be admissible as evidence.

4.05 The failure of either party to adhere to the time limitations set forth above shall cause that party to forfeit his/her case. In computing the time limits, Saturdays, Sundays and holidays shall be excluded. However, the time limitations set forth in Paragraphs 4.01 through 4.03 may be extended, in writing, by mutual agreement.

SECTION 5.0 GRIEVANCE PROCEDURE

5.01 A grievance is defined as any controversy between the parties or between the District and an employee arising out of or by virtue of his/her Labor Agreement.

5.02 Grievances shall be taken up within thirty (30) days from knowledge of their occurrence. Unless a grievance is presented within this period of time it shall be deemed not to exist. The written grievance shall contain a precise statement of the facts giving rise to the grievance, the contract provisions alleged to have been violated, the precise issue(s) to be arbitrated, and the remedy sought.

5.03 If a grievance is alleged by the District it shall be presented in writing to the Business Manager/Business Representative or his/her representatives. If a grievance is alleged by the Union, it shall first be presented in writing by the Union to the Superintendent of the division or Department Manager affected.

5.04 After submission of a grievance, the parties shall promptly meet and in any event within fifteen (15) working days from the receipt thereof, unless the time is extended in writing, by mutual agreement.

5.05 At the completion of the grievance meeting, a written decision shall be rendered as soon as possible, but in no event later than fifteen (15) workdays. Copies shall be furnished to the Union.

5.06 If a grievance affects more than one division or department or if a satisfactory adjustment was not made of a Union grievance as outlined in paragraphs 5.03 through 5.05, it may be presented in writing to the Labor Relations Manager and be subject to the guidelines of paragraph 5.04 and 5.05.

5.07 No IBEW LOCAL 1245 members will be required or permitted to take disciplinary action of any form against a fellow bargaining unit member. This does not mean, however, that an IBEW LOCAL 1245 member may not report known facts to the appropriate supervisor.

SECTION 6.0 ARBITRATIONS

6.01 Should any grievance and/or disciplinary action not be amicably adjusted in accordance with the provisions of Section 4.0 or 5.0, it may be submitted to arbitration upon compliance with the following conditions:

(a) The party desiring arbitration shall give written notice thereof within fifteen (15) working days after the completion of the procedures set forth in Sections 4.0 or 5.05.

(b) Within ten (10) working days of the receipt of such written notice, the Labor Relations Manager or his/her designee and the Union Representative or his/her designee shall meet to select a neutral arbitrator from a mutually agreed upon list of Arbitrators.

(c) The three (3) arbitrators shall meet for the purpose of adjusting said grievance or discipline. The decision of a majority of the Arbitration Board submitted, in writing, to the District and the Union shall be final and binding upon all parties.

(d) Each party shall bear the expense of its own arbitrator. The expense of the third arbitrator, reporter and other incidental expenses shall be borne equally by the parties hereto.

(e) The Collective Bargaining Agreement shall serve as a submission agreement but arbitration shall be limited to issues specifically set forth in the written grievance or discipline which may remain unsettled after the procedures set forth in Section 4.0 or 5.0

have been exhausted and nothing in this Agreement shall be construed to empower any board of arbitration to change, modify or amend any provision of this Agreement.

(f) All arbitrators are requested to expedite their decision as the parties normally expect a decision to be issued within thirty (30) days after the conclusion of the hearing.

SECTION 7.0 QUALIFICATIONS

7.01 In the event any provisions of the Agreement between the parties hereto or of any amendment are adjudged to be unlawful by the final court of appeal, either party to this Agreement may elect to reopen the Agreement for the purpose of negotiating changes in such affected provisions for the purpose of conforming with the law, but all other provisions of this Agreement shall continue to be in full force and effect.

ARTICLE II

UNION SECURITY - UNION MEMBERSHIP - DEDUCTION OF DUES

SECTION 8.0 UNION SECURITY

8.01 The District shall deduct, once monthly, the amount of Union regular and periodic dues and service fees as may be specified by the Union under the authority of written notification by the Union certifying that the employee has voluntarily provided written affirmed consent for deduction of union membership dues or fair share service fees. Such deductions, together with a written statement of names and amounts deducted, shall be forwarded promptly to the Union office. The deductions together with a written statement of the names and amounts deducted shall be forwarded promptly to the Union office.

8.02 All employees coming within the scope of this Agreement, shall be on a probation of ninety (90) working days to demonstrate ability to properly carry out their duties. During the aforementioned probationary period, the employee shall be given detailed instructions in his/her duties. Following forty (40) working days and again within eighty (80) working days, the employee shall be given a written evaluation of his/her work performance. Any employee disqualified during the ninety (90) working day probationary period will be terminated.

8.03 The Union representative shall be permitted by the District to transact any business on the premises of the District, but at no time unreasonably delay the scheduled work assignment of the employee.

8.04 The District shall begin deductions in the amount prescribed by the Union in the first full payroll period after receipt of written notification of employee authorization from the Union. The District shall rely on written notification from the Union for authorization, revocation or changes in the deduction of dues or fees from employees. Consistent with state law, the Union shall indemnify the District for any claims made by employees for deductions made in reliance on IBEW LOCAL 1245's certification regarding a dues deduction authorization.

8.05 The Union reserves the right to discipline its members for violations of its laws, rules and agreement, so long as the operations of the District are not adversely affected.

SECTION 9.0 WORK ON OTHER THAN DISTRICT PROPERTY

9.01 No employee shall be required to work on property other than that owned, operated, controlled or Inter-connected with property of the District transit lines unless necessary for the protection of such in an emergency.

SECTION 10.0 INFORMATION TO BE FURNISHED TO THE UNION

10.01 Any disciplinary action shall be reported to the Union, in writing.

10.02 Names of all employees covered by this Agreement entering or leaving service shall be forwarded to the Union not less frequently than once a month.

10.03 A report of the amount of overtime worked by employees covered by this Agreement shall be sent to the Union not less frequently than once a calendar quarter.

ARTICLE III

GENERAL PROVISIONS

SECTION 11.0 BASIC HOURLY WAGE RATES

Section 11.01 — Basic Hourly Wage Rates

Effective Date- 1-1-2026

GRADE 01		
STEP	HOURLY RATE	EXPLANATION
1	$38.37	70% of Grade 3 Step 2

Job Code	Classification
440	Electronic Support Worker

GRADE 02 [1]		
STEP	HOURLY RATE	EXPLANATION
1	$42.59	80% of Grade 2 Step 5 - Months 1-6
2	$45.25	85% of Grade 2 Step 5 - Months 7-12
3	$47.92	90% of Grade 2 Step 5 - Months 13-18
4	$50.58	95% of Grade 2 Step 5 - Months 19-24
5	$53.24	Top Step - > 24 Months

Job Code	Classification
438	Apprentice Senior Electronic Technician
439	Pre-Apprentice Sr Electronic Technician

Apprentice step rates are set to a percentage of the Journey Level rate per MOU 2007-02 dated 1/12/2009.

GRADE 03		
STEP	HOURLY RATE	EXPLANATION
1	$49.34	90% of Grade 3 Step 2 First 90 working days
2	$54.82	Thereafter

Job Code	Classification
810	Electrician
435	Facilities Systems Technician
441	HVAC Technician
437	Senior Electronic Technician

Leadperson- seven (7%) additional per hour above the basic wage rate,

Working Foreperson- ten (10%) additional per hour above the basic wage rate.

Sr. Communication Technician- ten (10%) additional per hour above the journey rate.

11.02 All new employees, with the exception of Senior Electronic Technicians (see MOU 2009-02) shall have a ninety (90) working days progression period as follows:

(a) First ninety (90) working days of employment- ninety percent (90%) of applicable rate.

(b) Thereafter - one hundred percent (100%) of applicable rate.

11.03 The "applicable rate" referred to above is the rate to which the employee would be entitled (including therein any cost-of-living allowance) were this provision not in effect.

11.04 A bi-weekly payroll will go into effect no earlier than November 5, 2011.

11.05 Wage Increases:

Effective January 1, 2026, all employees will receive a 3.85% general wage increase.

Effective January 1, 2027, all employees will receive a 3.40% general wage increase.

Effective January 1, 2028, all employees will receive a 3.50% general wage increase.

Effective January 1, 2029, all employees will receive a 3.75% general wage increase.

[see Attachment A for details of wage increases]

The District will use the same market methodology as presented during negotiations.

11.07 Signing Bonus

Upon ratification and Board approval, all employees will receive a $2,000 signing bonus.

11.08 Appreciation Pay

All employees within the IBEW LOCAL 1245 1245 unit who reported to work during the COVID-19 pandemic shall receive the following appreciation pay: $1.20 per hour for all hours worked between March 4, 2020 to January 22, 2022.

SECTION 12.0 COST-OF-LIVING

* 12.01 Escalator Clause:

(a) In addition to the basic wage rates contained in this Agreement, all employees covered by this Agreement shall be entitled to a cost-of-living allowance, as set forth in this Section.

*12.02 The basic wage rates as contained in this Agreement shall not be reduced by application of this cost-of-living provision. The cost-of-living allowance shall be determined and re-determined in accordance with changes, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. Cities Average, 1967=100, published by the Bureau of Labor Statistics, United States Department of Labor (hereinafter referred to as the "Index"), in the manner described in this Section and applied to each of the hourly rates as set forth in the various sections of the Agreement.

*12.03 The first cost-of-living adjustment will be based on the percentage change in the Index between the Index published for the month of March and the Index published for the month of June.

*12.04 Quarterly-annual adjustments shall be made thereafter throughout and until the final adjustment paid commencing with the first payroll period after publication of the Index for the month of March in the last calendar year of this Agreement. Quarterly adjustments effective in July and thereafter will be based on the changes in the Consumer Price Index on a floating base according to the following table:

* (a) From the CPI for the month of March to the CPI for the month of June, allowance paid in the month of July.

* (b) From the CPI for the month of June to the CPI for the month of September, allowance paid in the month of October.

*(c) From the CPI for the month of September to the CPI for the month of December, allowance paid in the month of January.

*(d) From the CPI for the month of December to the CPI for the month of March, allowance paid in the month of April.

*12.05 The cost-of-living allowance shall be used in the computation of straight time and overtime pay exactly as though the wage rates had been increased by the allowance. However, the allowance shall not be added to the basic wage rates but only to each employee's earnings. Each quarterly cost-of-living adjustment shall be combined with the cost-of-living allowance being paid from the prior period and the combined amount shall be paid until the next cost-of-living adjustment.

*12.06 The adjustments will be paid commencing with the first payroll period after publication of the Index for the months of June, September, December and March. The resultant allowance will be rounded to the nearest full cent ($.01) per hour for each classification.

*12.07 All cost-of-living allowances during the term of this contract shall be subject to the following ceilings:

(a) No adjustment shall exceed two and one-quarter percent (2.25%) per quarter.

(b) In any contract year (July 1 through June 30) the total adjustments shall not exceed eight and one-half percent (8.5%).

***NOT APPLICABLE DURING THE TERM OF THIS AGREEMENT**

SECTION 13.0 WORKING HOURS

13.01 The basic work week shall be 8 hours per day, 40 hours per week. Except as indicated below, the District may establish shifts between 4:00 a.m. and 12:00 a.m., Monday through Friday. However, if an employee agrees or if the District can demonstrate good business reasons for establishing a shift or shifts outside of the above restrictions, the Union agrees it will not unreasonably or arbitrarily withhold consent. If the Union withholds consent, it agrees to arbitrate on the issue of whether or not the District has shown good business reasons and whether or not its consent was withheld unreasonably or arbitrarily.

Up to eight (8) Technicians will be assigned to a regular, five (5) day work week that includes a Saturday or a Sunday. Volunteers for weekend work will be sought but if there are not enough volunteers, or if the volunteers do not possess the necessary skills to perform the work required on the weekend shifts - as determined by the District - then the District will assign employees to weekend work.

13.02 Flex Time: An employee may flex his/her shift start or end time or take time with the prior written approval of his/her supervisor to attend to personal business, e.g., previously scheduled appointments, i.e., doctor and dental appointments. The supervisor will work with his/her employee to accommodate the request. However, the ability to grant flex time and the amount of flex time is dependent on the legitimate business needs of the District. The District may require the employee to take the time off in increments of up to four (4) hours. The employee must give at least twenty-four (24) hours advance notice except in extenuating circumstances.

(a) Employees may take unpaid time off or work and make-up the time. If the employee wants to take the flex time unpaid or make the time up, he/she must have prior written approval of his/her supervisor.

(b) The reason for flex time must be scheduled as close to the beginning or end of the employee's shift as possible, so as to cause minimal disruption to the work day.

(c) If an employee is on a 4/10 schedule, he/she must make appointments or take care of personal business on his/her day off, unless there are exigent circumstances rather than use flex time.

SECTION 14.0 SHIFT DIFFERENTIAL

14.01 (a) A five (5%) percent shift differential shall be paid for work performed between the hours of 4:00 p.m. and 12:00 a.m. (mid-shift). Ten (10%) percent shall be paid for work performed between the hours of 12:00 a.m. and 8:00 a.m. (late shift). Shift differential shall be paid for the entire shift to those who work one-half or more of their shift within the described hours. Where a shift is worked one-half in the mid-shift and one-half in the late shift, the late shift differential shall apply.

(b) Where compensation would accrue for a particular interval pursuant to two or more separate provisions, only one provision shall be given effect. An employee will be paid overtime at his/her regular rate of pay.

SECTION 15.0 PREMIUMS

15.01 The overtime rate of pay shall be one and one-half (1 ½) times the straight rate of pay.

15.02 Time and one-half shall be paid for actual time worked in excess of 8 hours in any regular shift in a normal work day.

15.03 Time and one-half shall be paid for actual time worked by any employee who is scheduled to work prearranged overtime on his/her days off, which shall be two (2) consecutive days in seven (7), with a minimum equal to 8 hours at straight time.

15.04 Overtime shall be distributed as equitably as practicable among all employees in each division and within each classification. If no volunteers are available, the remaining employees within the respective classification will be contacted. Supervisors or their designated representatives shall call an employee at the official District-listed home telephone number for possible overtime assignments. If an employee cannot be reached, the supervisor/designee shall call the next person on the overtime roster.

An overtime contact list shall be established, with employees provided the choice of adding or deleting their name for participation at the start of each month. Notification must be in writing to his/her immediate supervisor or manager of intent to be added or deleted from the list. Failure by any employee to notify his/her Manager in writing by the last day of the month of their intent to be added to the Overtime list will disqualify the employee from the Overtime list for the following month. Any disputes over equity of overtime shall initiate a meeting with the shop steward and management for resolution. If the parties are unable to resolve the issue, it will be forwarded to LMC.

15.05 On all shifts there will be a 20 minute paid lunch break. Time of lunch period shall be by mutual agreement between the District and the union and there will be a 10 minute break twice a day within the 8 hours on all shifts.

SECTION 16.0 SHOW-UP TIME

16.01 When employees are directed to report for work and not to start work due to weather conditions, lack of material or other causes beyond their control, they shall receive 4 hours pay unless notified at least 8 hours before their regular reporting time.

SECTION 17.0 EMERGENCY STANDBY

17.01 No employee shall be required to stand by or remain at home so that he/she might be called for emergency duty, except at full pay

NOTE: Employees can be on standby when they are on casual vacation or Union business

(a) An employee who is required to stand by on weekday (Monday through Friday) shall be paid two (2) hours at the regular rate of pay per calendar day.

(b) An employee who is required to stand by on weekends (Saturday/Sunday) shall be paid three (3) hours at the regular rate of pay per calendar day.

(c) An employee who is called to work while standing by shall be paid in accordance with paragraphs 15.03 in addition to the pay provided for in (a) or (b) above.

(d) The employee on standby shall be responsible for placing his/her name on the standby list in Central Dispatch at the start of the standby period

NOTE: It is understood that participation in standby time as noted in (a) and (b) above is done on a voluntary rotating basis.

SECTION 18.0 EMERGENCY CALL

18.01(a) Double time shall be paid for actual time worked with a minimum of four (4) hours at double time, whichever is greater, for an employee who is called for emergency work on his/her day off, which shall be two (2) consecutive days in seven (7), or when called out after the employee's regular hours.

18.01(b) When an employee is called back for emergency work of two hours or less before his/her regular shifts starts, he/she shall receive double time for the actual time worked up to the starting time of his/her regular shift and shall receive straight time pay thereafter.

At the employee's option, if he/she is able to resolve a problem over the phone, he/she will receive one and one half (1 ½) hours of pay at double time.

18.02 No employee shall be required to standby or remain at home so that he/she might be called for emergency work.

18.03 Employees may volunteer for emergency work when they are on casual vacation or Union business.

18.04 When an emergency occurs and an employee is called and asked to report to work during a time when he/she is out of Alameda or Contra Costa County, the District agrees to pay the per mile rate prescribed by the Internal Revenue Service for said employee's one-way return to his/her assigned Division. This provision does not apply to the employee's permanent address if his/her address is outside of Alameda or Contra Costa County.

SECTION 19.0 WORK ON HIGH POTENTIAL

19.01 Work on high potential shall be performed in accordance with the safety laws of the State of California.

19.02 An observer will be present when employees are climbing antennas.

SECTION 20.0 VACATIONS

20.01 All employees covered by this Agreement shall become qualified for and entitled to annual vacations with pay in accordance with the following provisions:

(a) Employees with one (1) year and less than five (5) years of service shall receive two (2) weeks vacation, and dependent upon Vacation Credits earned; the maximum pay of which will be 80 hours, at regular rate of pay per hour, when vacation is taken.

(b) Employees with five (5) years and less than ten (10) years of service shall receive three (3) weeks vacation, and dependent upon Vacation Credits earned; the maximum pay of which will be 120 hours, at regular rate of pay per hour, when vacation is taken.

(c) Employees with ten (10) years and less than twenty (20) years of service shall receive four (4) weeks vacation, and dependent upon Vacation Credits earned; the maximum pay of which will be 160 hours, at regular rate of pay per hour, when vacation is taken.

(d) Employees with twenty (20) years or more shall receive five (5) weeks vacation, and dependent upon Vacation Credits edits earned; the maximum pay of which will be 200 hours, at regular rate of pay per hour, when vacation is taken.

(e) Employees with twenty five (25) or more years of service shall receive six (6) weeks of vacation and dependent upon Vacation Credits earned; the maximum pay of which will be 240 hours, at regular rate of pay per hour, when vacation is taken.

(f) Effective July 1, 1999, Employees with ten (10) years and less than fifteen (15) years shall receive four (4) weeks of vacation, and dependent upon Vacation Credits earned; the maximum pay of which will be 160 hours, at regular rate of pay per hour, when vacation is taken.

(g) Effective July 1, 1999, Employees with fifteen (15) years and less than twenty five (25) years or more of service shall receive five (5) weeks vacation, and dependent upon Vacation Credits earned; the maximum pay of which will be 200 hours, at regular rate of pay per hour, when vacation is taken.

20.02 Every month, or major fraction thereof, of continuous service worked with the District shall entitle such employee to a credit towards vacation pay which is hereinafter referred to as a "Vacation Credit". The accumulation of such Vacation Credits shall not be affected by absences of six (6) months or less due to industrial accidents or by temporary absence on Union business, except as set forth in Section 39.0, Union Leave. Absences in excess of thirty (30) days for all other reasons shall result in the forfeiture of a Vacation Credit for each such month or major fraction thereof.

20.03 Casual Vacation:

(a) All employees shall have the option to use fifteen (15) days earned vacation as casual vacation. The department manager must be notified by the first of October, prior to the December sign-up, of employee's desire to use vacation as casual vacation days.

(b) The fifteen casual vacation days may be used for any personal reason(s), provided employee requests such vacation from Superintendent or Department Manager, in writing, no later than 11:00 a.m. on the day prior to the day to be used. All requests have to be approved by Superintendent or Supervisor before requested days can be taken.

(c) Casual vacation will be granted on a seniority basis except during the 30 calendar day period preceding the desired casual vacation day. During this 30-day period, casual vacation will be granted for available slots on a first-come, first-served basis. The employee is responsible to verify that the requested vacation has been granted.

(d) Casual vacation must be used in not less than one (1) day increments. Employees may not use the provisions of paragraph 20.03 for scheduled work on holidays or excused time days.

(e) Absences of employees excused for Union business will not be charged to casual vacation.

(f) All unused casual vacation on record as of December 31st will be paid to the employee no later than the first pay period in March.

(g) All unused casual vacation days shall be paid based upon the wage rates in effect at the time of payment, including any applicable cost-of-living adjustment.

(h) The number of available slots will be determined by the District. In the Electronics Department the minimum guaranteed slots are four (4) slots per day total between casual and scheduled vacation Monday through Friday and one (1) slot per day on the weekend between casual and scheduled vacation days. On Thanksgiving, Christmas and New Year's Holiday weeks there will be six (6) minimum guaranteed vacation slots per day from Monday to Friday.

20.04 Carry-Over:

(a) An employee may carry over a maximum of two (2) weeks of unused earned vacation of the current year to the following year. The employee must notify department manager of desire to so carry over prior to the posting of the vacation sign-up.

20.05 Vacation Credits will not otherwise be cumulative and must be used in the calendar year following the earning of Credits.

20.06 The vacation and vacation pay, if any, to which an employee shall become entitled hereunder shall be determined as of the commencement date of the vacation period he/she shall select as herein provided, or as of the date of termination of his/her employment, as the case may be.

20.07 Employees employed as of the signing of this Agreement shall not forfeit Vacation Credits allowed under the previous Agreement. Vacation assignments shall be selected according to District seniority as herein provided. At the opening of each calendar year there shall be two (2) selection lists for vacation.

(a) Employees who on January 1st shall have been in service for eleven (11) months or more, shall be entitled to select their vacation from the general vacation list.

(b) Those who have been in service ten (10) months or less shall be entitled to select vacation from the special list, such vacation to be taken only after completion of twelve (12) months of service.

20.08 Vacation lists shall be posted November 15th and shall be removed December 20th of each year. In order of seniority, each employee will have a maximum of two (2) work days in which to indicate his/her choice of vacations. The period within which vacations will be allotted shall extend from January 1st to December 31st, inclusive.

20.09 Any employee leaving, shall be paid for all unused Vacation Credits.

20.10 Any employee working during vacation to which he/she is entitled, by consent of himself/herself, the District and the Union, shall be paid straight time in addition to vacation pay.

SECTION 21.0 HOLIDAYS

21.01 Double time and one-half shall be paid to all employees covered by this Agreement for work actually performed with a minimum equal to 20 hours at straight time on the following holidays: Employee's Birthday, New Year's Day, Reverend Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veterans' Day**,** Thanksgiving Day, Christmas Day and two (2) floating holiday; or on the day following that is declared a legal holiday in lieu thereof, if any such holiday falls on a Sunday. All holidays outlined in Section 20.0 of the Labor Agreement shall be guaranteed holidays.

21.02 Employees will select their floating holiday from a list posted by the District based on their respective District seniority dates with such selection to be accomplished prior to the start of the contract year.

21.03 Holidays as agreed to in this Section shall be observed on the days set forth in the applicable section of the Government Code of the State of California.

21.04 Employee's Birthday, by mutual agreement, may be observed on the Friday or Monday nearest to the actual date of the Employee's birthday or anniversary day. The employee may bank his/her earned birthday but must use it within the calendar year in which it is earned. If an employee does not use his/her birthday during the calendar year in which it is earned, he/she shall be paid for said unused day(s).

21.05 In the event that an agreed-to-holiday falls in an employee's vacation period, said employee shall receive holiday pay for said holiday and his/her vacation shall be extended.

21.06 If any holiday falls on an employee's non-work day, the District would give him/her one (1) work day off with pay to be added to his/her current vacation or, at the option of the employee, give him/her one (1) day off with pay, or one (1) day's pay for such holiday.

21.07 Eight hours straight time shall be paid on the above holidays.

21.08 When working on the day that the District officially observes the holiday, the District will pay time and a half in addition to the holiday pay.

21.09 Employees scheduled to work on a holiday will have the ability to substitute the scheduled holiday for another regular nonwork day. All requests must be approved by Superintendent or Supervisor. If more than one employee requests to switch schedules for the same holiday, approvals will be made in seniority order (highest to lowest).

SECTION 22.0 SICK LEAVE

22.01 Effective January 1, 1990 employees shall accrue sick leave at the following rate:

(a) Two-thirds (2/3) day per month during the first year of service.

(b) One (1) day per month after completion of one (1) year of service.

22.02 Payments shall be computed on the basis of 8 hours per day each work day absent. Unused sick leave may not exceed one hundred and forty (140) days on January 1 of any year.

22.03 Regular full-time employees who are off work due to a bona fide sickness or non-occupational injury shall be eligible for sick leave. The District may, at its option, require a "Return To Work Slip" acceptable to the District, from a licensed practitioner when, in the District's opinion, there are reasons to believe the employees cannot perform the duties of their positions. While sick leave shall accrue during an employee's probationary period, it cannot be used until after the completion of that period.

22.04 When normal accrual during a calendar year results in the employee's accrual exceeding one hundred forty (140) days as of January 1, the employee shall receive pay for fifty percent (50%) of the days in excess of one hundred and forty (140) day maximum accumulation and the day maximum accumulation and the employee would begin the new year with one hundred and forty (140) days. The employee will be paid in March of that year.

22.05 An employee who does not use any sick leave during the calendar year shall be eligible for one (1) additional day of sick leave over and above that which he/she would normally be entitled to in the following year.

(a) An employee who retires with unused sick leave accumulated will receive a lump sum payment upon retirement of one hundred percent (100%) of unused sick leave.

22.06 Unpaid Sick Leave- an employee may not take sick leave unpaid until all accrued sick leave has been used.

SECTION 23.0 PAY ALLOWED FOR INJURY ON DUTY

23.01 Industrial Injuries must be reported within 24 hours of occurrence.

23.02 Except as set forth in 23.07, if an employee is off due to injury twenty-one (21) calendar days, the District shall pay the difference between the shift pay and the applicable rate listed in paragraph 22.01 for each work day lost during the three-day waiting period provided by the California Worker's Compensation Act.

23.03 Except as set forth in 23.07, if an employee is off due to injury beyond four (4) months, he/she shall receive the difference between one-half of his/her regular pay and Worker's Compensation pay from the fifth (5th) month through the twelfth month. For clarification purposes, regular pay shall mean 8 hours.

23.04 The District shall pay the health and welfare premiums for twelve (12) months from the date of injury.

23.05 An employee has the right to choose from a panel of doctors furnished by the District when on Industrial Injury, if he/she is not satisfied with the doctor the District sent him/her to.

23.06 If an employee has a choice of doctor form on file with the District, the employee has the right to be treated from the date of injury by that physician or a physician at that medical facility within a geographic area.

23.07 The District and IBEW LOCAL 1245 agree to establish a Modified Duty Return to Work Program to:(1) hasten and encourage the return-to-work of industrially and non-industrially injured sick or injured employees; (2) provide opportunities for injured employees to contribute in other meaningful assignments to the District's service objectives; and (3) save the financial resources of the District.

(a) This program will not result in replacement of employment opportunities within existing or new IBEW LOCAL 1245 classifications.

(b) Employees who return to work through the Return-To-Work Program will be paid his/her regular rate of pay.

(c) Assignments within the Return-To-Work Program are limited to sixty (60) calendar days. Assignments may be full or part-time and may be unilaterally discontinued by the District.

(d) Industrially injured employees who are released by their treating physician to modified duty must participate in the Return-To-Work Program unless otherwise precluded by law. If an employee fails to notify and participate in the Program, he/she will have the temporary disability payments terminated.

(e) The anticipated program participation sequence is as follows:

(1) The employee is cleared for modified duty by his/her treating physician.

(2) The employee contacts his/her supervisor to notify the District of his/her modified duty by his/her treating physician within 24 hours of physician's release.

(3) The Department Manager or Supervisor determines whether a modified duty assignment is available and if so, an appropriate return to work date and advises the employee when he/she is to report for work and where to report, if different from assigned division.

(4) The employee reports to his/her assigned division following notification by his/her supervisor.

(5) Assignments are not limited to unit or classification work, but this section is not intended to infringe on the work jurisdiction of any other union.

(f) Assignments within the Program can be unilaterally discontinued by the District in the event of non-cooperation by the employee.

SECTION 24.0 PERSONAL LEAVE DAYS

24.01 Employees with accumulated sick leave days may annually convert a certain number of sick days to paid leave and/or deferred compensation in accordance with the following:

Number of Accumulated Sick Leave Days	Maximum Days Available for Conversion to Personal Leave and/or Deferred Compensation Contribution
10	2
25	5
50	10
75	15
100	20

24.02 Effective January 1 of each year, all non-probationary employees shall receive eight (8) additional hours of paid time off per year to be used as paid personal leave in addition to that set forth above.

24.03 Paid personal leave and paid time off days shall be treated as a casual vacation day for all purposes, including the attendance program.

24.04 Except as set forth in 13.02 (a), paid personal leave may be used in increments of one hour.

SECTION 25.0 JURY DUTY

25.01 All employees, upon receiving notification to report to serve on a jury, shall notify their maintenance supervisor or department manager immediately. In the event an employee serves on a jury on his/her regular work day, he/she shall receive his/her regular rate of pay not to exceed eight (8) hours per day for each day served, less any compensation received as a juror.

SECTION 26.0 BEREAVEMENT LEAVE

26.01 All employees covered by this Agreement shall, in the event of the verified death of either of employee's spouse, domestic partner, children of either spouse/domestic partner, parents of either spouse/domestic partner, grandparents of either spouse/domestic partner, or brother or sister of the employee, be entitled to five (5) work days off with pay, payable only if the days of leave are regular scheduled work days for the employee and is available to work; ~~however, the five (5) work days off must be either tied to the day of the funeral or~~ the days of bereavement leave need not be consecutive, the leave to be completed within 6 (six) months of the date of death. Any exception to this provision must be approved by the Director of Maintenance. Additional documentation must be provided.

26.02 All employees shall further be granted five (5) working days leave for reproductive loss leave. A reproductive loss event shall be defined as "the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction", consistent with Cal. Gov't Code Section 12945.6. The days of reproductive loss leave need not be consecutive. Reproductive loss leave shall be completed within 3 months of the event entitling the employee to the leave or, if the employee is on or chooses to go on another statutory or contractual leave, within three months of the end date of the other leave.

SECTION 27.0 HEALTH AND WELFARE [1]

27.01 Medical Plans:

(a) The District will make available medical plans with Health Maintenance Organizations (H.M.O.) to cover enrolled active employees and their qualified, enrolled dependents. The District shall pay 90% of the premium and the employee shall pay 10% of the premium for each enrolled, active employee and the employee's qualified, enrolled dependents. The difference in premium shall be paid by the employee through payroll deduction.

(b) If the spouse/previously designated domestic partner of an AC Transit Employee has medical coverage through another employer, and if the employee provides acceptable verification of that coverage to the District, the employee may at his/her option drop medical coverage at AC Transit, or put his/her dependents on the spouse's/previously designated domestic partner's medical plan, provided that the employee receive in the first payroll period of each month the opt out payment as stated below in 27.01(e).

(c) If two employees working for AC Transit are spouses/previously designated domestic partners, and if they both agree, they shall have the option to elect one medical coverage that will cover both employees and their dependents, provided that the employee receives in the first payroll period of each month the opt out payment as stated below in 27.01(e).

(d) The options set forth in subparagraphs (b) and (c) above may be exercised only once during the term of this Agreement. If an employee chooses to return to full medical coverage at AC Transit he/she will no longer receive any savings payments. Coverage will be available the first day of the calendar month falling at least 30 days after the employee elects to return to the District plan

(e) Employees opting out of medical coverage will receive $100 month (single), $200 month (double), or $300 month (family).

27.02 Prescription Plan:

(a) The District will continue to provide a prescription benefit as part of the medical insurance plan. All eligible employees and dependents enrolled in a medical plan will have access to a prescription benefit.

27.03 Dental Plan:

(a) The District will continue to provide dental benefits for each active employee enrolled and their qualified enrolled dependents. Until June 30, 2013, the District will pay the monthly premium for each enrolled active employee and the employee's qualified, enrolled dependents. Thereafter the District shall pay 90% of the premium and the employee shall pay 10% of the premium for each enrolled, active employee and the employee's qualified, enrolled dependents. The difference in premiums shall be paid by the employee through payroll deduction. Such benefits to be based on a ninety percent/ten percent (90%/10%) usual and customary basis, with a $50.00 deductible per year per individual (maximum of three (3) deductible amounts per family unit) and the annual maximum payment per eligible beneficiary will be $3,000.

[1] All benefit changes, unless otherwise indicated, will be effective the first of the month after 30 days following the ratification of the agreement by IBEW members and approval by the Board of Directors.

(b) The District will continue to provide for all employees and their qualified enrolled dependents an orthodontics plan covering fifty percent (50%) of charges with $4,000 maximum lifetime payment per eligible beneficiary.

(c) If the spouse/previously designated domestic partner of an AC Transit employee has dental coverage through another employer, and if the employee provides acceptable verification of that coverage to the District, the employee may at his/her option drop dental coverage at AC Transit, or put his/her dependents/domestic partner's on the spouse's dental plan, provided that the employee receives in the first payroll period of each month the opt out payment as stated below in 27.02(f), and provided further that the employee and/or dependents can return to dental coverage through AC Transit at any time, with coverage available the first day of the calendar month falling at least 30 days after the employee elects to return to the District plan, and with no exceptions from dental coverage for any pre-existing conditions. This provision shall take effect, and remain in effect, only if AC Transit guarantees in writing that the above employee safeguards can be met.

(d) If two employees working for AC Transit are spouses/previously designated domestic partners, and if they both agree, they shall have the option to elect one dental coverage that covers both employees and their dependents, provided that the employee receives, in the first payroll period of each month the opt out payment as stated below in 27.02(f), and provided further that the employees can return to dual dental coverage through AC Transit at any time, with coverage available the first day of the calendar month falling at least 30 days after the employee elects to return to the District plan, and with no exceptions from dental coverage for any pre-existing conditions. This provision shall take effect, and remain in effect, only if AC Transit guarantees in writing that the above employee safeguards can be met.

(e) The options set forth in subparagraphs (c) and (d) above may be exercised only once during the term of this Agreement. If an employee chooses to return to full dental coverage at AC Transit, he/she will no longer receive any savings payments.

(f) Employees opting out of dental coverage will receive $10 month (single), $20 month (double), or $30 month (family).

27.04 Vision Care Plan:

(a) The District will continue to provide for all employees and their qualified enrolled dependents a vision care plan covering visual examination, lens replacements and frames replacements at prescribed intervals with a $10.00 deductible.

(b) The frame allowance will increase to $200 annually and cover the following options: photo chromatic, polycarbonate and polarized.

27.05 Life Insurance and Accidental Death and Dismemberment:

(a) The District will provide Group Life Insurance in the amount of two (2) times each employee's annual base pay for each active employee.

(b) The District will provide a $10,000 accidental death and dismemberment policy.

(c) On an annual basis, the District will provide the opportunity for each active employee to purchase additional Voluntary Term Life Insurance, subject to approval by the insurance company.

27.06 All employees hired after the signing of this Agreement will become eligible for group coverage the first of the month following thirty (30) days of active service.

27.07 All employees covered by this Agreement who may be on authorized leave of absence in excess of six (6) months during the term of this Agreement will be required to pay their own premiums if they desire to remain covered by the medical plan, dental plan, prescription drug plan, vision care plan or District paid life insurance.

27.08 Long Term Disability Insurance. The District agrees to provide long term disability insurance at the level of 50 percent coverage.

The District and Union agree to meet and confer regarding any changes as it relates to Section 27.0 Health and Welfare benefits.

SECTION 28.0 PENSION

28.01 All former employees of Key System Transit Lines, its predecessor, and affiliated companies, who are on pension pursuant to the Pension Plan dated January 1, 1913, shall remain on pension with all benefits, rights, and privileges received by them at the time of the District's assumption of operations on October 1, 1960.

28.02 The District will provide a pension plan in accordance with the terms and conditions of the Pension Agreement between the parties. This includes an increase of two (2) percentage points to the existing pension tables for those leaving the District employment July 1, 1990 or later.

(a) Effective July 1, 1990, the outside earnings limitation for Occupational Disability Pensions shall be eliminated.

(b) Effective July 1, 1990, the required years of continuous service for Pre-Retirement Death Benefit shall be reduced from twenty (20) years to fifteen (15) years.

28.03 The District agrees to continue to pay the increases in the monthly pension benefits given in prior contract negotiations.

28.04 Effective July 1, 1990, the District further agrees to increase the monthly benefits to those on the pension rolls prior to June 30, 1986, as follows:

(a) Prior to June 30, 1974, increase of three and seventy-five hundredths percent (3.75 %).

(b) Between June 30, 1974, and prior to June 30, 1978, increase of three percent (3 %).

(c) Between June 30, 1978, and prior to June 30, 1983, increase of two and one-half percent (2.5%).

(d) Between June 30, 1983, and prior to June 1986, increase of one percent (1%).

28.05 Effective July 1, 1992, there will be a minimum monthly pension benefit of $400.00 for all current and future retirees.

28.06 Pensioners:

(a) Effective July 1, 1983, the District will contribute $40.00 a month for each pensioner and spouse who are eligible for and enrolled in Parts "A" (Hospital) and "B" (Professional Services) of Medicare.

28.07 Pensioners:

(a) All pensioned members of Local 1245 who were retired before February 1, 1978, and who were previously covered by group life insurance shall have premiums paid for by the District to the following extent:

(1) Those who previously elected $1,000 coverage will have $1,000 coverage paid for by the District.

(2) Those who previously elected $4,000 coverage shall have $2,000 coverage paid for by the District. The other $2,000 coverage will have to be paid for by the pensioner.

(3) For those who retired on or after February 1, 1978, the District will pay the premium for $2,000 life insurance coverage.

(4) For those who retire on or after March 1, 2009 the District will pay the premium for $25,000 life insurance coverage.

(5) The District will permit any pensioner to purchase additional $10,000 coverage under the District's Group Life Insurance Policy.

28.08 (a) The District will continue the Pension Plan dated January 1, 1913, for all eligible current District employees who retire or leave the District prior to January 1, 1999.

(b) Effective July 1, 2006, the retirement benefits for all eligible IBEW LOCAL 1245 retirees, who retire on or after the aforementioned date, shall be 2% at age 55, 2.25%at age 60 and 2.5% at age 65.

Eligibility for said retirement shall be set forth in and established by the AC Transit Employees' Retirement Plan Document.

(c) Effective January 1, 1999, the District shall amend the AC Transit Employees' Retirement Plan Document current ten (10) year vesting requirement for IBEW LOCAL 1245 employees to provide a five (5) year vesting requirement for IBEW LOCAL 1245 member employees.

(d) Effective January 1, 1999, the current Retirement Plan Document shall be amended to allow IBEW LOCAL 1245 member employees with five (5) years of service who leave the District (terminated vested employees) after that date, to receive pension benefits at age 55 rather than the current 65 years of age for IBEW LOCAL 1245 members who retire or leave the District prior to January 1, 1999.

(e) Effective January 1, 1999, eligibility for the current death benefit as set forth in the Retirement Plan Document shall be amended to ten (10) year eligibility from fifteen (15) years for eligible IBEW LOCAL 1245 member employees.

(f) The pre-retirement death benefit currently provided for in the adopted Retirement Plan shall be payable to an eligible participant's eligible spouse or, if there is no eligible spouse, to a minor child or children.

28.09 The District agrees to amend the AC Transit Retirement Plan to reflect the following negotiated change effective July 1, 2006: At age 60 retirement benefits shall be determined by the average of the highest 3 years salary or last 36 months of employment, whichever is highest.

28.10 Effective March 1, 2009 the retirement plan shall include a "pop-up" option for future retirees choosing a survivor benefit. If this option is selected and the survivor chosen by one employee/retiree pre-deceases the retiree, the retiree benefit level shall increase or "pop-up".

28.11 Immediately following the execution of this Agreement, IBEW LOCAL 1245 and the District agree to appoint a Joint Retirement Committee which shall develop a retirement education program in conjunction with the District's Retirement Department program to be implemented during the term of this Agreement. This committee shall be a subcommittee of the JLMC.

28.12 Retiree Plan – New Employees

Employee contributions for new members in the IBEW LOCAL 1245 bargaining unit shall not begin until such time as all other unions have reached agreement or PEPRA becomes effective for employees of the District, whichever occurs first.

Should AC Transit agree to more favorable terms on a 2nd Tier pension plan with any other employee group, IBEW LOCAL 1245 shall receive the more favorable terms.

28.13 Tier II Retirement Plan (PEPRA)

The Parties understand and agree that pension benefits and contributions for IBEW LOCAL 1245 employees hired on/or after the Effective Date ("Tier II Employees") will be subject to the provisions of the California Public Employees' Pension Reform Act of 2013 (PEPRA), Article 4, Chapter 21 of Division 7 of Title 1 of the California Government Code. For Purposes of this Agreement, the Effective Date shall be January 1, 2020. The Amendment to the AC Transit Employees' Retirement Plan effectuating the terms of this negotiated agreement shall be prepared and submitted in accordance with Board Policy 665. Once the Plan Amendment has been approved, the District will provide the Union a listing of each payroll code as either included or not included in pensionable compensation for Tier II Employees. Once the prepared Amendment is completed, Tier II Employees will begin to make PEPRA contributions as of January 1, 2020.

The Parties further understand and agree that pension benefits and contributions for IBEW LOCAL 1245 employees hired prior to the Effective Date shall remain unchanged.

28.14 DISTRICT ~~457~~ DEFERRED COMPENSATION CONTRIBUTIONS FOR EMPLOYEES HIRED AFTER JAN. 1, 2020 ~~(Appendix "B")~~

The District will contribute forty-six dollars and fifteen cents ($46.15) bi-weekly to the District's Deferred Compensation ~~(457)~~ Plan for all employees hired on or after January 1, 2020. It will be the responsibility of the eligible employee to set up his/her deferred compensation (~~457~~) plan prior to the District beginning contributions.

SECTION 29.0 RETIREE MEDICAL

29.01 AC Transit will contribute $1.04 per hour for all hours worked to a trust that will provide retiree medical benefits. The Medical Trust will pay $635 for current and future retirees between 55 and 64 years of age and that after age 65, the reimbursement will be $335.

29.02 The District agrees to provide hearing aids to the Retiree Medical coverage.

SECTION 30.0 SENIORITY

30.01 District seniority shall be based on total length of continuous service with the District or its predecessor company. Continuous service is defined as working not less than seventy-five percent (75%) of District working days in each calendar year.

30.02 District seniority shall be used when signing for vacations (see 20.07) and floating holidays (see 21.02) and when computing pension benefits.

30.03 Seniority shall accumulate during:

(a) Leave of absence approved by the District and the Union.

(b) Service in the Armed Forces of the United States during any national emergency or in any compulsory military training program.

(c) Service on business of the Union or its International Organization.

(d) Absence due to sickness shall not exceed thirty (30) days per occurrence. Thereafter the employee must be on approved FML (or other types of leaves under Section 39.02), additional leave as a reasonable accommodation in accordance with the Americans with Disabilities Act (ADA) after engaging in the interactive process and/or an approved leave of absence pursuant to Section 30.03(a) and no employee shall suffer any loss of seniority as a result of such absence.

(e) Any absence caused by reduction in force for a period not to exceed one (1) year, providing the employee has not accepted severance pay, is available for work and has maintained good standing in the Union.

30.04 Absence due to an industrial injury shall not exceed one (1) year after which additional leave may be granted upon request. No employee shall suffer any loss of seniority as a result of such absence.

SECTION 31.0 CLASSIFICATION – SENIORITY SIGN-UP -BIDS - VACANCIES

31.01 SENIORITY SIGN-UPS

(a) A system sign–up shall be held once each year, the first week in February, at which time employees will select their division. The effective dates of the system sign–ups shall be the first Wednesday in March, unless both the Union and the District agree to another date.

(b) All system sign–ups are to be held at Division 4 or CMF or any other location mutually agreed upon. In the event of the opening or closing of a division, the District shall hold a system sign–up.

(c) The District shall set up the number of shifts and classifications in each division showing the hours and days off of each shift to be signed on by classification.

(d) It shall be the responsibility of each employee to select the shift and division at the designated time and place on which their turn to sign up begins. If unavailable to appear in person any employee may send their top three choices electronically to both a District and Union Representative that has been assigned and authorized to accept choice slips pertaining to the SIGN-UP. In the event the choices are not available or the employee fails to advise the District and Union Representative the Union will select the shift and division and such selection shall be final. No one will be permitted to pass his/her turn to sign.

(e) By mutual agreement, the sign–up date may be changed. After completion of a Sign–up, a copy of the results shall be forwarded to the Union. A copy of the SIGN-UP shall also be forwarded to the District's Position Control, Labor Relations and Human Resources to ensure the District's Positions were filled correctly.

(f) Separate system sign–ups will be held for each classification following the procedures specified above using their respective blended seniority lists.

(g) Between sign–ups, the District may reassign employees for bona fide training assignments for up to thirty (30) working days.

(h) Based on the business needs, the District may reassign employees between sign -ups for reasons other than bona fide training assignments, it shall seek volunteers by seniority from among those with the necessary qualifications. In the absence of such volunteers, the qualified employee with the least Classification Seniority shall be reassigned for a period not to exceed ninety(90) days.

(i) Any employee temporarily reassigned shall be paid shift differential, if applicable, in accordance with the shift he/she bid for or the shift actually worked, whichever is higher. Any employee temporarily reassigned shall also be paid mileage for the round trip between divisions so reassigned, provided the travel distance is in excess of the original assignment.

31.02 Classification-Bids-Vacancies

The word "vacancy" is defined to mean a shift vacated more than 30 days through long term sickness, Industrial Injury, leave of absence, dismissal from service, or assignment to any other line of duty by the District.

(a) If an employee is assigned temporarily from one type of work to another, he/she shall receive the higher rate of pay prevailing for the other type of work, but in no event less than his/her regular rate of pay.

(b) The District will fill vacancies based on business needs. If a determination is made to fill a vacancy, the District will fill vacancies by transfer or promotion if qualified employees are available. Qualifications are to be determined by the District, and this includes all minimum qualifications. In filling such vacancies, first preference shall be given to the qualified employee within the classification where the vacancy exists with the greater classification seniority. If such vacancy is not filled from within the same classification, it will be offered to the employee in one of the other classifications within the bargaining Unit with the greater Department Seniority who is determined to meet the qualifications of the District.

NOTE: Classification includes the Electrician, Senior Electronic Technician, HVAC Technician, Facilities Systems Technician, and Electronic Support Worker. Further, Department Seniority is defined as all time spent in any classification recognized under the recognition clause of this Agreement.

(c) Vacancies shall be posted on bulletin boards for a period of five (5) days and notification sent electronically to all bargaining unit members at their District e-mail account, and the Business Representative, during which employees may make application. Applicants entitled to such vacancy by reason of seniority shall be given a trial not to exceed thirty (30) working days if such

trial will not endanger his/her own life, the lives of fellow workers, or the general public. During the aforementioned trial period, the employee shall be given detailed instructions in his/her duties. Within fifteen (15) working days the employee shall be given a written evaluation of his/her work performance. Employees disqualified during the thirty (30) working day trial period, shall be returned to their previous position without loss of seniority.

(d) If no employee applies for the vacant position and the operational needs of the District require that the position be filled immediately, the District may require the qualified employee with the least classification seniority to fill the position for a period not to exceed ninety (90) days, provided that no employee shall suffer a wage loss as a result of such temporary assignment.

31.03 Shift and Division Assignments:

(a) Vacancies within a single classification which vary either by shift or Division shall be filled in accordance with the procedures set forth in Section 31.0**2**.

(b) Two employees may with their mutual written consent and the approval of the District switch shift or division assignments within their classification.

31.04 Leadperson and Working Foreperson appointment and removal seniority rights:

(a) The District shall make notification of its intent to appoint a Leadperson or Working Foreperson for a period of no less than five (5) days and notification will be sent electronically to all bargaining unit members at their District e-mail account, and the Business Representative, during which time employees may electronically request consideration for appointment. The Leadperson and Working Foreperson positions and shift assignments will be appointed by the District and must meet the minimum qualifications of the particular classification of work which they are supervising. If requested to do so by the Business Representative or shop steward of the Union, the District will put in writing its reasons for not picking the senior minimally qualified person.

(b) If a Leadperson or Working Foreperson is removed from the their position, that employee shall return to his/her previous position, division and shift, provided that the position still exists and the employee holding the position is not senior to the displaced employee. If the previous position does not exist or a senior employee is in that position, the employee shall exercise his/her "bumping rights". Whatever vacancy or subsequent vacancies created will be handled in a similar manner pursuant to Section 31.02.

(c) In the event a person voluntarily resigns the Leadperson or Working Foreperson position, whatever vacancy or subsequent vacancies created by the filling of the above mentioned Leadperson or Working Foreperson position will be handled pursuant to Section 31.02. Should no employee bid on the vacancy, the person who resigned the Leadperson or Working Foreperson position shall fill the vacancy.

SECTION 32.0 INCLUSION IN HIRING PROCESS

32.01 The parties agree that during the term of this Agreement the District and IBEW LOCAL 1245 will jointly develop and implement a process to include IBEW LOCAL 1245 in the recruitment and selection of new AC Transit employees for the IBEW LOCAL 1245 unit. Items to be discussed for inclusion in this process are participation on interview hiring panels, development of written and practical testing materials and where appropriate, using the IBEW LOCAL 1245 hiring hall.

SECTION 33.0 TERMINATION OF EMPLOYMENT - LAY OFF - SEVERANCE PAY

33.01 Except in cases of suspension or dismissal for cause, not less than five (5) days notice shall be given by the District of intention to terminate employment and by employee of intention to quit. The District may pay three (3) days pay in lieu of notice.

33.02 Any employee suspended or dismissed from the District's service for an alleged violation of the District's rules after seventy-five (75) days following the date of his/her employment and who, upon investigation, is found to be not guilty, shall be reinstated and paid for all time lost through such suspension or dismissal.

33.03 In case of layoff, the District and the Union will participate in the transferring of any displaced person according to qualifications in other positions in the District, seniority to prevail. If an employee cannot be transferred, he/she shall be pensioned if qualified. If an employee is not eligible to be pensioned and has been employed for less than three years, he/she shall be given severance pay amounting to $250.00 for each year of continuous service. If an employee has been employed by the District for three or more years, he/she shall receive one week of pay for each year of continuous service to the District.

33.04 Any employee laid off due to reduction in force shall have the option of:

a) Accepting his/her severance pay, which will be a final termination of employment with the District.
b) Accepting an assignment in order of seniority.
c) Leaving his/her severance pay with the District and remaining on the rolls for a call-back. If not called back within twelve (12) months, the employee shall receive his/her severance pay.

33.05 Department seniority shall prevail in reduction in force in accordance with the following provisions:

(a) The employee with the least department seniority within the affected job classification shall be the first to be displaced.

(b) The employee with the greatest department seniority within the affected job classification shall be the last to be displaced.

(c) Such employees shall have the right to displace the most junior employee with less department seniority in any other classification for which he meets the minimum qualifications, which employee shall also have "bumping" rights.

SECTION 34.0 FACILITIES AND EQUIPMENT FURNISHED BY THE DISTRICT

34.01 The District agrees to furnish protective clothing and equipment for employees covered by this Agreement as required by State and Federal law.

34.02 All regular maintenance trucks and cars shall be equipped with first aid sets.

34.03 Suitable places shall be furnished for bulletin boards for the posting of notices and bulletins pertaining to the Union's and/or the District's affairs.

34.04 The Director of Maintenance agrees to meet and discuss with IBEW LOCAL 1245 uniform committee in the selection of uniforms. The District shall provide all employees with eleven (11) sets Shirts/Pants. All shirts will be issued with employee names. The District at its expense will clean all shirts and pants. The District shall replace any shirts or pants that are no longer serviceable.

(a) Each employee who is required to perform any part of his/her regular work shift exposed to adverse weather conditions shall be provided a winter coat, raincoat, and related workwear. Adverse weather condition clothing will be replaced by the district when it is no longer serviceable.

(b) Uniforms or adverse weather condition clothing lost will be replaced at the expense of the employee. The shirts, pants or any uniforms issued shall be returned to the District when the employee leaves the Maintenance Department. The cost of the replacement of lost garments (loss charge) shall be deducted from the employee's pay for the shirts, pants or any uniform issued but not returned.

34.05

(a). All full time IBEW LOCAL 1245 employees shall receive an annual tool allowance of six hundred and fifty dollars ($650) payable in April.

(b). The District will provide each employee a voucher for one (1) pair of regulation safety shoes per fiscal year. All shoe vouchers will be for the equivalent of the full costs of Redwing shoes. It is the employee's responsibility to purchase and wear appropriate footwear which complies with the requirements. Footwear which is defective or inappropriate to the extent that its ordinary use creates the possibility of slippage shall not be worn. In any event tennis shoes will not be allowed.

34.06 No employee will be paid the initial tool allowance and the annual tool allowance in the same year.

34.07 The initial tool allowance shall not be paid more than once to any employee.

34.08 The District will require that all employees in designated areas wear oil resistant non-skid safety shoes. Some job classifications could also require safety toe and electrical hazard EH (ASTM-F2412). The safety shoe requirements by job classification will be set by Safety Manager or OSHA Regulations. It is the employee's responsibility to wear appropriate footwear which complies with the requirements. Footwear which is defective or inappropriate to the extent that its ordinary use creates the possibility of slippage shall not be worn. In any event, tennis/athletic shoes will not be allowed.

SECTION 35.0 FREE TRANSPORTATION

35.01 The District will grant free transportation over its lines to all employees, spouses/previously designated domestic partners and dependent children of all full-time employees, pensioners, pensioners' spouses/previously designated domestic partners and dependent children, surviving spouses/previously designated domestic partners of deceased pensioners and spouses/previously designated domestic partners of deceased active employees with five (5) years or more seniority.

35.02 Employees only will be granted free transportation on Contract Service.

SECTION 36.0 ATTENDANCE POLICY

36.01 (a) It is recognized by the parties that a significant number of AC Transit employees have good attendance records. It is further recognized that the economic well-being of the District is dependent on employees maintaining good attendance records by coming to work on time and on a regular basis. The intent of this program is to recognize those employees with good attendance records and, consistent with this policy, not to discipline them. Those employees who are guilty of excessive or unacceptable absenteeism, consistent with this policy, will be counseled and, if their attendance does not improve, will be subject to progressive discipline up to, and including discharge.

(b) Excessive absenteeism is not based solely on the number of times an employee is absent. For example, an employee may not be guilty of excessive absenteeism even if he/she is off from work many days if there are legitimate reasons for his/her absences, consistent with this policy. Similarly, an employee may be guilty of excessive absenteeism if he/she is simply taking time off without legitimate reason, consistent with this policy. Whether an employee is guilty of excessive or unacceptable absences depends upon all the facts of each particular case.

36.02 (a) Except as set forth in subsection (b) of this paragraph, an “absence" is a failure to be at work, or to remain at work as scheduled, for any single workday or for any single consecutive series of work days or any portion of any single workday or days. An "absence" also includes each "failure to report as assigned" which occurs when an employee:

(1) Fails to report in person as assigned before his/her starting/report time. Two (2) instances of tardiness of six minutes or less shall be considered a single absence, deemed to have occurred for purposes of any rolling twelve-month review upon the second instance of such tardiness.

(2) Fails to make relief at the designated time and place.

(3) Fails to notify the District at least 1/2 hour prior to his/her starting/report time of his/her unavailability for work (an employee shall not receive an absence for failure to report in person for an assignment if the employee has received an absence for failing to report unavailability for the assignment under this paragraph).

(b) The term "absence" shall not include any of the following:

(1) Absence due to job-related injuries or job-related illnesses substantiated by a medical doctor within 24 hours of return to work;

(2) Absences from work resulting from vacation, holidays, military leave, bereavement leave, authorized leaves of absence (including "personal excused"), union business, suspensions imposed by the District, or jury duty;

(3) Any failure to report as assigned or failure to be at work (if reported within twenty-four hours after the start of the employee's shift or work assignment), or any failure to remain at work (if reported to the employee's supervisor prior to leaving work), that is due to a documented catastrophic event, occurring to the employee, or to his/her spouse, dependent minor child, parent, or previously designated domestic partner.

(4) Any failure to report as assigned, failure to be at work, or failure to remain at work, which is excused by a supervisor pursuant to paragraph 36.03 a - c of this section.

(5) In the event of a serious illness or injury to the employee verified by a medical or dental practitioner, or a verified continuing civil court matter (including hearings and conferences required by a court, but not including meetings with the employee's attorney), requiring the employee to be away from work during a future period of time, or a serious illness or injury to the employee's spouse, dependent minor child, or previously designated domestic partner, verified by a medical or dental practitioner, requiring the employee to be away from work during a future period of time, the employee, the Union and the District shall agree to a plan that will reasonably allow the employee to be away from work over a specified period of time. In developing such plans, the needs of the employee and the District shall be considered. Such days missed from work shall not be considered an "absence".

36.03 (a) Any employee who has an absence, and who believes that the absence was due to unusual or extraordinary circumstances beyond his/her control, or who believes that there were other extenuating circumstances for the absence, may within five (5) working days of the absence discuss all reasons for the absence with his/her supervisor, present all available documentation, and request that the absence be excused.

(b) In deciding whether to excuse the absence, the supervisor shall review the circumstances presented by the employee in light of the purposes of this Attendance Policy which are to prevent excessive absenteeism but not to discipline employees who regularly come to work. The supervisor shall act fairly and impartially in deciding whether to excuse an absence.

(c) Any absence which is excused by a supervisor shall not be considered as an absence for any purpose.

(d) If a supervisor decides not to excuse an absence, that decision shall not be grievable at that time. If, however, discipline for attendance is imposed at that time or later, the employee shall not be precluded from claiming that the absence should have been excused.

36.04 (a) Any employee who has been at work and has no absences in any rolling six-month period shall have his/her two (2) most recent absences permanently excused. Any absences permanently excused pursuant to this paragraph should not be used against the employee for any purpose.

(b) (1) In lieu of the attendance incentive, the District shall pay to each IBEW LOCAL 1245 non-probationary employee who is on the payroll as of July 1st of each year, one thousand two hundred dollars ($1,200), less applicable taxes, directly into the employee's AC Transit Deferred Compensation 457 Plan, said payment to be made on or before February 15th of the following year.

(2) Should an employee decline or refuse to participate in the District sponsored Deferred Compensation 457 Plan, he/she shall not be entitled to the annual one thousand two hundred dollars ($1,200) deferred compensation payment.

(3) Deferred compensation payments shall not be included in the base wage rate set forth in Section 11.01 of the Agreement.

36.05 (a) It is recognized by the parties that some absences are to be expected. Accordingly, the first six (6) absences within a rolling twelve-month period will be treated as "unreported absences" and will not subject an employee to discipline. The absences will, however, be recorded for future reference and possible discipline under this section.

(b) Any employee who has five (5) absences in any rolling twelve -month or less period shall receive counseling by a Supervisor. A Union representative shall be present at all counseling sessions. The counseling is not intended to be punitive; rather it shall be for the purpose of discussing the absences and their cause; determining if the employee is experiencing some type of difficulty for which assistance might prove helpful; providing the employee with a copy of the Attendance Policy which the employee shall acknowledge receipt of in writing; and advising the employee as to the consequences of future absences. If the District does not make a reasonable effort to notify and counsel the employee within ten (10) working days of his/her 5th absence, the employee's last absence shall be permanently excused and shall not be used against the employee for any purpose.

36.06 (a) If an employee has seven (7) or more absences in any rolling twelve-month period, he/she shall receive the following discipline:

Seventh (7th) absence -- oral warning and counseling.

Eighth (8th) absence -- written warning and counseling.

Ninth (9th) absence -- suspension of five (5) work days, and counseling.

Tenth (10th) absence -- discharge.

(b) Nothing contained in this section shall, in appropriate cases, prevent the District from assessing progressive discipline, up to and including discharge, to any employee who engages in a pattern of absenteeism even if the employee has not reached the levels of absence set forth in subsection (a) of this paragraph. Whether such a pattern exists depends upon the particular facts of each case.

(c) Notwithstanding the provisions of this paragraph, any absence for three (3) consecutive working days without notifying the District of the reasons for said absence shall be deemed sufficient cause for discharge.

36.07 (a) Any discipline implemented by the District under this Attendance Policy shall be in accordance with the provisions of paragraph 4.01 of the Labor Agreement.

(b) In the case of a suspension or discharge instituted pursuant to paragraph 36.06 above, the District shall issue a notice of intent to suspend or discharge, which shall not, if appealed, be implemented until upheld or modified by the arbitration procedure provided below. Suspensions shall thereafter be implemented within twenty (20) working days; discharges shall thereafter be implemented immediately.

(c) If an employee or the Union wishes to appeal any discipline imposed under this Section, it may do so under the procedures set forth in paragraphs (d) through (f) below.

(d) The employee may appeal an oral warning, written reprimand or suspension by filing with the District within five (5) working days of receipt of notice of the discipline. The appeal shall briefly set forth, in writing, the reasons for challenging the discipline. Similarly, the employee or the Union may initiate an appeal of intent to discharge by filing such with the District within ten (10) days of receipt of notice. The appeal shall briefly set forth, in writing, the reasons for challenging the intent to discharge. If no appeal is filed, the discipline or discharge shall stand. The employee bears the burden of documenting all material facts constituting a claimed excuse or justification. Such documentation must be submitted to the District and to the Union as soon as available.

(e) Each week a representative of the Union and a representative of the District will meet to review such appeals informally. Any appeals resolved shall be final and binding but without precedential effect for any case not involving the employee concerned. The District shall notify the employee, in writing, within five (5) working days of the result of the informal review.

(f) Any discipline which is not resolved by informal review may be submitted to expedited arbitration.

36.08 Employees who fail to report as assigned, and who subsequently accept and complete an assignment on that day, shall receive a minimum guarantee of four (4) hours.

SECTION 37.0 NON-DISCRIMINATION/AFFIRMATIVE ACTION

37.01 There shall be no discrimination in the application of the terms of this agreement on the basis of age, sex, race, color, marital status, sexual orientation religion, pregnancy national origin, ancestry, disability, cancer-related medical condition, or veterans status or any other basis prohibited by State or Federal Law.

SECTION 38.0 AMERICANS WITH DISABILITIES ACT (ADA)

38.01 The parties recognize that the ADA may require accommodations for individuals protected under the Act, and that because these accommodations must be determined on an individual, case-by-case basis, the provisions of this Agreement may need to be waived to accomplish the accommodations required by the Act. If the District believes that any provisions of this Agreement must be waived in order to undertake required accommodations for an individual protected by the Act, the District will provide the Union with written notice of its proposed waiver. All waivers of any provisions of this Agreement in order to undertake required accommodations will be by the mutual agreement of the parties. The Union agrees it will not arbitrarily or unreasonably withhold consent. Any accommodation provided to an individual protected by the ADA, shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

SECTION 39.0 LEAVES OF ABSENCE

39.01 It is the purpose of this section to set forth the types of leave, eligibility and procedures to obtain leaves. There are other options available to employees, which they are encouraged to explore such as ADA, Workers' Compensation and State Disability. Some of these options are in addition to and can be used in conjunction with the leaves available under this section. For further information contact the District's Human Resources or Benefits Departments.

39.02 TYPES OF LEAVE:

A. FAMILY AND MEDICAL LEAVE (FML):

This leave is intended to meet the requirements of the Family and Medical Leave Act of 1993 (the FMLA) for employee leaves requested under the FMLA. This leave does not cover leave requested under other federal or state laws and should be read in conjunction with the District's other leave policies.

1. Eligibility:

Employees are eligible for leave under the FML only if:

a. The employee has been employed by the District for at least 12 months; and

b. The employee has worked a minimum of 1,250 hours during the 12 month period before the leave is requested.

c. Work is defined to mean hours spent in a paid status excluding all forms of paid leave including sick leave, off work due to industrial injury, vacation, holidays, jury duty, bereavement leave and military leave.

2. Purpose and Amount of Leave:

Except as set forth herein, eligible employees may take a total of 12 weeks of unpaid leave during a twelve month period for any one or more of the following reasons:

a. For the birth of a son or daughter of the employee;

b. Because of the placement and initial care of an adopted or foster child;

c. In order to care for a spouse, previously designated domestic partner, son, daughter or parent of the employee if such spouse, son, daughter or parent has a serious health condition; or

d. Because of a serious health condition that makes the employee unable to perform the functions of their position.

e. The 12-month period is determined by a rolling backward 12-month period measured forward from the commencement of the first day of FML.

3. Serious Health Condition:

A "serious health condition" as used herein means an illness, injury, impairment or physical or mental condition as defined in Title 29, Part 825 of the Code of Federal Regulations, which involves:

a. Any period of incapacity or treatment in connection with or consequent to inpatient care in a hospital, hospice, or residential medical care facility;

b. Any period of incapacity requiring absence from work or school or other daily activities, of more than three calendar days, provided said absence is a result of continuing treatment by a health care provider; or

c. Continuing treatment by, or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity for more than three calendar days or for prenatal care.

d. "Serious health condition" does not include short-term conditions such as colds or flu, for which treatment and recovery are very brief, and generally would be covered by sick leave. "Serious health condition" includes: heart attacks, conditions requiring heart bypass or valve operations, most cancers, back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, appendicitis, pneumonia, emphysema, severe arthritis, severe nervous disorders, injuries caused by serious accidents on or off the job, viable pregnancy, severe morning sickness, the need for prenatal care, childbirth and recovery from childbirth.

4. Leave Periods:

Leave taken by an employee for the birth or placement of a child must be taken in one twelve-week segment and must be taken within 12 months of the birth or placement of the child. In the case of a previously designated domestic partner, FML may only be taken once for the birth or adoption of the same child, not both.

Leave taken to attend to the serious health condition of the employee or the employee's family member may be taken in one twelve-week segment, or may be taken on an intermittent or reduced leave schedule if medically necessary. The employee must make a reasonable effort to schedule his or her leave so as not to unduly interrupt District operations and must give 30-days notice of his or her intent to take leave, if practicable.

If an employee chooses to take intermittent or reduced leave, the District may require the employee to temporarily transfer to another position or shift for which the employee is qualified, and which would provide equivalent pay and benefits and a better accommodation for the employee's recurring periods of leave.

FML will be limited to a combined total of 12 weeks in a 12 month rolling period by spouses or previously designated domestic partners who both work for the District, if leave is taken for the birth, adoption or placement for foster care of a child or care of a parent with a serious health condition.

5. Substitution of Paid Leave:

If any employee is off due to their own serious health condition, accrued sick leave, then vacation, or personal time off will be applied to the leave period until exhausted (See section 37.03 below on Procedures for additional provisions). After exhausting sick leave, employees requesting leave must use vacation, or personal time off for such conditions, but may elect to use accrued sick leave for the "serious health condition" of a family member.

B. PREGNANCY DISABILITY LEAVE:

Employees disabled as a result of pregnancy may take leave not to exceed 17 1/3 weeks as provided by State law. Employees off due to pregnancy disability must use accrued sick leave, but have the option not to use vacation, management leave or compensating time off.

C. LEAVE OF ABSENCE:

A leave of absence without pay may be requested for emergencies, personal reasons," or additional leave following exhaustion of FML, up to a maximum of six months. Such leave may be renewed for additional periods of time not to exceed six months each on the recommendation of the Division Superintendent or Department Manager and the approval of the General Manager.

The District has sole discretion to grant the request for the leave and may grant less leave than requested due to the operational needs of the District or failure of the employee to substantiate the need for the time requested.

39.03 PROCEDURES:

The following procedures are applicable to all types of leave set forth in this section.

A. REQUESTS:

Employees must give 30-day written notice of their intent to take leave to their Division Superintendent, Department Manager or designee unless such leave is unforeseeable. If the leave is unforeseeable, notice must be given as soon as the necessity for the leave arises or is known.

Requests for extensions of leave must be made at least 15 days in advance of the date the extension is to commence. Requests for extension must be submitted to the Superintendent or Manager.

In all cases, requests for leave must be made on the Request for Leave form. The request must be complete and in writing and must state the reason for the leave, the duration of the leave and the starting and ending dates of the leave. Failure to submit the form to the employee's Superintendent or Manager may result in delay or denial of the employee's request.

B. EFFECT ON BENEFITS:

1. Generally: For leaves taken in excess of one month or major portion thereof, an employee will not accrue any benefits during the leave period, except as set forth herein or in the Retirement Plan document. The leave does not entitle the employee to any greater rights than he or she would have had if they had remained in the workplace.

2. Health and Welfare: The employee will remain covered by the District's health care benefits for a period not to exceed six months. However, if the employee does not return to work after the leave period, the District may require the employee to repay the health care premiums paid by the District during the leave period, unless the employee does not return due to circumstances beyond the employee's control. If an employee is required to reimburse the District for health care premiums, said sums may be deducted from any accrued sums due the employee upon separation of service with the District.

   If the leave extends beyond six months, the employee may elect to purchase health benefits.

3. Holidays: If a paid holiday falls during the period an employee is on leave of any kind, the employee is not eligible for holiday pay.

4. Vacation: An employee on leave of any kind for one month or a major fraction thereof, does not accrue vacation credits during that time.

5. Sick Leave: An employee on leave of any kind for one month or a major fraction, thereof, does not accrue vacation credits during that time.

C. USE OF PAID LEAVE:

If the employee takes any single or accrued leave in excess of 15 work days within a rolling twelve month period, any accrued vacation, sick leave (if applicable) will

be applied to any additional leave until all accrued paid leave is exhausted. The remainder of the leave will be unpaid.

The leave shall be measured from the first day of leave in a rolling 12 month period.

D. REINSTATEMENT:

An employee returning from leave will be reinstated to the same or equivalent position, with equivalent pay, benefits and other terms of employment.

E. CERTIFICATION:

An employee, who requests leave to care for their own serious health condition including disability as a result of pregnancy, or the "serious health condition" of a family member, must provide a certification by their health care provider, acceptable to the District, which justifies the leave. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. If the employee has a "serious health condition", the certification must state that the employee cannot perform the essential functions of his or her job.

This certification must be provided by the employee within 15 days of the request for leave, unless it is not practicable to do so. Failure to provide the required certification on time may impact the employee's ability to take leave as requested.

In the case of FML, the District may also require a second opinion as to a "serious health condition" at its own expense. This opinion shall not be given by a medical professional regularly used by the District.

In the event of a conflict between two medical opinions, the District, may, at its own expense, require a third opinion from a medical professional jointly designated by the District and the employee whose decision shall be binding on the District and the employee.

Employees on leave must check-in monthly with their Superintendent or Manager to advise them of their status and the probable date of their return to work. The District may request verification, acceptable to the District, from the employee of his/her continuing need for leave.

F. RETURN FROM LEAVE:

An employee must contact their Superintendent or Manager at least five working days prior to their intent to return to work from leave for the purposes of discussing the return. Failure to contact the employee's supervisor may result in a delay in return to active status.

An employee returning from leave taken for his or her own "serious health condition" must provide certification from their health care provider that they are able to resume work without restrictions. A leave of absence will automatically be cancelled and employment terminated if the employee is working while on leave.

G. FAILURE TO RETURN FROM LEAVE:

Failure to return to work upon the expiration of any leave of absence will result in termination.

SECTION 40.0 UNION LEAVE

40.01 Subject to the operational needs of the District, including but not limited to the ability to make adequate arrangements to take care of the employee's duties without undue hardship to the District, the District shall, at the request of the Union, grant a "leave of absence" without pay, benefits to be paid for by the Union, to any employee, for the purpose of engaging in union business. Such "leave" shall be for a period not to exceed a total of six (6) consecutive months. An employee who has returned to work for the District following an absence on "leave" for union business shall not be granted another such "leave" until such employee has worked for a period equivalent to the time of the last continuous absence on "leave" for union business. "Leaves" of 30 days or less are not intended to be covered by this section.

SECTION 41.0 SAFETY TRAINING AND ACCIDENT PREVENTION

41.01 During the term of this Agreement the parties agree to establish a committee to jointly develop a job safety and accident training program for IBEW LOCAL 1245 members that shall include but is not limited to, education on first aid/CPR, fire training and Hazmat. Additional topics shall be jointly discussed for possible inclusion in the IBEW LOCAL 1245 safety and accident program.

The committee shall make recommendations to the JLMC on what topics to include, how often job safety and accident training should occur and the desirability of establishing an IBEW LOCAL 1245 Job Safety and Accident Committee separate from the existing multi-union Safety Committee.

Steps shall also be put in place to ensure that IBEW LOCAL 1245 is able to participate in the existing multi-union safety committee, if it is not already doing so.

Unless otherwise agreed to, the parties shall be equally represented on the Job Safety and Accident Training Committee.

SECTION 42.0 TRAINING

42.01 AC Transit will reimburse IBEW LOCAL 1245 members for professional education and training that is required by State or Federal law to maintain certifications that are a requirement of the employees' job classification and has been pre-approved in writing by the District.

42.02 Additional training issues may be discussed at the JLMC.

42.03 The District reserves the right to place any employee in the classification of Electrical Support Worker into the Apprenticeship program, subject to the right of the JAC to reject the entrance of the employee into the program.

SECTION 43.0 JOINT LABOR MANAGEMENT COMMITTEE

43.01 IBEW LOCAL 1245 and the District agree to form a Joint Labor Management Committee (JLMC) which shall consist of the Strategic Negotiating Group with members to be added by consensus on an as needed basis. The General Manager may designate the Chief Operations Officer to attend on his/her behalf at meetings of the JLMC.

43.02 The purpose of the JLMC is to:

(a) Implement the collective bargaining agreement;

(b) Continue on-going problem solving matters related to IBEW LOCAL 1245 including the administration and modification of the collective bargaining agreement and

(c) Promote the collaborative problem solving model in daily work activities of the unit.

43.03 The JLMC shall meet at least monthly and more often as needed. It shall adopt group rules, maintain a group memory, and conduct its meetings from a planned agenda and may appoint committees as needed. The parties will jointly develop a list of standing topics for discussion which may be added to or deleted from at any time. As part of the JLMC process the parties may discuss the use and oversight of contractors and explore options to measure the costs and benefits of contract labor versus in-house labor.

SECTION 44.0 HIRING HALL

44.01 This section is intended is to provide a means of filling temporary vacant positions with qualified journey level personnel. The decision of whether to fill vacancies in the unit on a temporary basis shall be determined by the District.

44.02 AC Transit (District) and IBEW LOCAL 1245 agree that the District will hire IBEW LOCAL 1245 members from IBEW LOCAL 1245's hiring hall (Hall) for temporary assignments. A temporary employee is an individual employed by the District:

(a) To back fill a position which is vacant for more than ten (10) working days, due to unavailability of the incumbent not related to vacation;

(b) To back fill during the hiring process for a position which is vacant;

(c) In other situations as agreed to in writing by the parties.

44.03 Temporary assignments shall not exceed ninety (90) calendar days. However, the parties recognize that some circumstances may require an extension of the normal time limit. Any extension, and its duration, shall be agreed to in writing. IBEW LOCAL 1245 agrees not to unreasonably withhold its consent to an extension. The District agrees that this Agreement shall not be used as a means of circumventing the hiring of permanent employees.

44.04 Prior to requesting temporary personnel pursuant to this Agreement, the District will first offer the work as overtime to the regular full-time employees in the affected classification.

44.05 All temporary employees must meet the minimum qualifications set forth in the job classification specification and provide their own hand tools and transportation with the understanding that the District will reimburse the employee for on the job mileage at the current IRS rate.

44.06 When the District needs temporary employees, it shall request IBEW LOCAL 1245 to refer journey level members for such work. The request shall include:

(a) The classification needed;
(b) Specified skills or training required;
(c) The work location and to whom to report;
(d) The reporting date and time;
(e) The approximate length of the assignment.

The District shall make every effort to notify the Hall by 2:00 p.m., two (2) working days in advance for referral of applicants.

The Hall shall notify the District if it has available qualified referral(s) no later than 2:00 p.m. the workday prior to the date the referral is needed.

In the event the Hall is unable to provide the District with qualified and suitable referrals, the District may seek temporary personnel from any other source it may choose.

44.07 The parties do not intend to increase the District's employment costs (unemployment, workers' compensation, etc.). If the District determines that its costs are increased, the District reserves the right to void this section upon thirty (30) calendar days written notice to IBEW LOCAL 1245 and to contract with an employment agency that will refer temporary personnel from the IBEW LOCAL 1245 Hall.

a. The Union reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to the District.

44.08 Temporary employees shall not be eligible for, nor accrue credits toward any benefits, including holiday, vacation, sick leave, health, pension and the like unless otherwise agreed to in writing by the parties.

44.09 Temporary employees shall be paid at the top rate for the classification being filled. In lieu of benefits, the District will pay an agreed upon amount equivalent to the outside line benefit cost ($7.64) added to the hourly wage rate and rounded to the nearest straight time hour worked. IBEW LOCAL 1245 shall notify the District in writing of any negotiated increase in the line benefit cost.

44.10 The District may release the services of any temporary employee for any reason with no prior notice.

44.11 If the District determines no temporary employee is required, it will notify IBEW LOCAL 1245 by 10:00 a.m. the day prior to the referral. It shall be the responsibility of IBEW LOCAL 1245 to notify the individual(s) being referred that the work order has been canceled and not to report for work. In the event the District fails to notify IBEW LOCAL 1245 in time to cancel the referral and the temporary employee reports for work, he/she will be paid a reporting fee of $100.00. The District will not be required to pay the reporting fee if an individual arrives late to work, in unfit for duty or without the proper tools. The determination of suitability for work shall be at the sole discretion of the District.

44.12 The District may notify IBEW LOCAL 1245 in writing of any individual determined by the District who should not be referred for employment.

44.13 The District shall notify IBEW LOCAL 1245 in writing of all temporary referrals hired and released.

44.14 The District agrees to deduct membership dues once per month from the wages of each temporary Hiring Hall employee covered by this Agreement who shall have furnished to the district a written

assignment authorizing such deduction and the payment to the Union. The District agrees to forward the dues to IBEW LOCAL 1245.

44.15 If a temporary employee reports for work and the District determines that the referral does not meet the minimum qualifications, or is otherwise unsuited for the job, the District may release the services of the temporary hire who shall be paid four (4) hours minimum or $100.00, whichever is greater.

44.16 The IBEW LOCAL 1245 collective bargaining agreement shall apply to temporary employees to the extent it is not inconsistent with this Agreement or the intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this ___day of _____, 2026.

Alameda Contra Costa Transit District:

Salvador Llamas, General Manager/Chief Executive Officer

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245:

Robert L. Dean Jr., Business Manager

Sheila Lawton, Asst. Business Manager

Casey Salkauskas, Sr. Business Representative

Dale Brewer, Committee Member

Kevin Ayer, Committee Member

James Fisher, Committee Member

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
11/18/2026
Kenneth Cooper,
International President
This approval does not make the International a party to this agreement.

MOU 2007-02 IBEW LOCAL 1245 and AC Transit District (January 12, 2009)
Position Merger/Apprenticeship Program

The Alameda-Contra Costa Transit District and the International Brotherhood of Electrical Workers (IBEW) agree to the following language to address the merger of the Electronic Technician, Communication and Senior Communication Technician to one classification called Senior Electronic Technician.

This merger will take effect with the signing of said agreement between Local 1245 IBEW and Alameda-Contra Costa Transit District.

TRAINING AND APPRENTICESHIP PROGRAMS
To insure that the merging technician classifications have the skills to perform the duties of the new Senior Electronic Technician, the District and the Union agree to implement a State Certified, Senior Electronic Technician Apprenticeship program.

The current employees in the Electronic, Communication and Senior Communication Technician classification will be "grandfathered" into the program at the rate of pay equal to their current negotiated pay scale. They will be required to attend all classroom training and functions pertaining to the Apprenticeship Program. Class attendance will be done on the District's time. All current Electronic, Communication and Senior Communication Technicians will be subject to the following provisions:

1. First or second failure of any level-repeat level;
2. Third failure of same level-disqualified from the program;
3. Any four (4) failures throughout the program,-disqualified from Program.

There shall be established a new classification known as an Electrical Support Worker. Those current employees that do not successfully complete the Apprenticeship program will be eligible for placement into this position at a wage rate of $32.06. The District shall determine the number of Electrical Support Workers. Those employees who are placed into the Electrical Support Worker classification can reapply for the Apprenticeship program after one (1) year.

JOINT APPRENTICESHIP COMMITTEE (JAC)
The District and Union jointly will establish a joint Apprenticeship Committee which shall have jurisdiction over the Senior Electronic Technician Joint Apprenticeship program as outlined in the Apprenticeship Standards. The JAC will consist of 4 members, until journey position are available. The composition will consist of two (2) appointed by the District and two (2) appointed by the Union. The Union appointees shall be a District employee one (1) from the former Fare

Box Technician Classification and (1) from the former Communication Technician Classification until such time the Senior Electronic Technician Apprenticeship Program graduates 10 Journey level positions. After establishing 10 Journey level Positions the JAC will then be comprised of one (1) District Employee and one (1) certified Journey Senior Electronic Technician.

The JAC shall be responsible for assessing each Apprentice's progress based upon test results and on-the-job performance. Neither performance assessments nor the decision by the JAC to drop an Apprentice from the Program shall be subject to review under the grievance and arbitration provisions of this Agreement.

The JAC has "Jurisdiction", "Functions" and "Responsibilities" as out lined in the Apprenticeship
The JAC shall be assisted by the Apprentice Coordinator who shall be a District employee selected by the General Manager or his/her designee.

If the JAC has a tie vote on any matter, that matter shall be referred to the Union Business agent and the District's Director of Maintenance. If they are unable to resolve the matter, it shall be referred to the State of California Division of Apprenticeship Standards.

APPRENTICESHIP STANDARDS AND AGREEMENTS
The current and new hire Apprentices will sign an apprenticeship agreement which shall conform to the Standards of the Program. The Apprenticeship Agreement may be modified from time to time by written agreement of the District and the Union.

Any person hired as a Senior Electronic Technician, must participate in the Apprenticeship Program. Successful completion of the program is a condition of their employment.

The State Certified, Senior Electronic Technician Apprenticeship Program for new hires will be a two-year program:

1. 4000 work process hours will be required to complete the program
2. The first 1000 hours extending over six months, shall be a probationary period
3. The following percentages will be used to set the pay scale for each new hired Apprentice:

- 1st 6 months 80% of Journey Level
- 2nd 6 months 85% of Journey Level
- 3rd 6 months 90% of Journey Level
- 4th 6 months 95% of Journey Level

To be promoted to the next level of apprenticeship through to Journey Level, each apprentice must turn in 1,000 hours of work processes, pass a formal apprenticeship class, pass an on-the-job evaluation by their immediate supervisor, and successfully complete any bona-fide training assigned by the JAC. If an apprentice successfully challenges a level, they will satisfy these requirements for that level. If it is determined by the JAC that the District held up an Apprentice from obtaining his/her level increase, the District will pay the Apprentice for that level. This will not relieve the Apprentice from his/her obligation to complete the training as outlined above.

The Apprentices will be held to the follow provisions:

1. First failure of any level-repeat level;
2. Second failure of same level-disqualified from program;
3. Any three (3) failures throughout the levels will be disqualified from the Program

Each Apprentice who enters the Program as a new hire and is dropped from the Program shall be terminated from the District employment unless the District, in its sole discretion, offers the Apprentice another position with the District. No such termination shall be subject to review under any provision of this Agreement.

SELECTION OF NEW APPRENTICES
The District shall determine the number of Apprentices to be admitted to the Program.

The JAC shall determine whether applicants for such positions are qualified to be an Apprentice. The District shall not hire any person as an Apprentice who has not been recommended by the JAC as qualified. The District retains the right to refuse to hire an Apprentice even if recommended by the JAC.
MOU 2009-02 (continued)

CHALLENGING LEVELS
The Apprentices and Senior Electronic Technicians may challenge any level by taking the hands-on and written assessment. If the Apprentice passes both assessments they will have met the requirements for that

level. If the apprentice fails any portion of the assessment they will have to complete that level by attending the class and work process hours.

SENIOR COMMUNICATION TECHNICIAN POSITION
The Senior Communication Technician Classification will no longer exist after signing of this agreement. The one current employee in the Senior Communication Technician Classification will become a Senior Electronic Technician and will be assigned to a Trainer position.

This position will receive all yearly wage increases for the Senior Electronic Technician classification as stated in the Agreement and will receive the 10% Trainer premium. The 10% pay currently being received for being a “Senior” Communication Technician will no longer apply.

TRAINERS
To insure that the Apprentices and Journey Technicians are properly trained and to link the classroom training with on-the-job training performed by the Apprentices, the District will create additional full-time and/or limited term Trainers at the pay rate of 10% above the Senior Electronic Technician Classification. The District will determine the number of Trainers and may develop an extra qualified list to fill those assignments. The opportunity of the limited term Trainers to work as Trainers will be distributed as equally as possible.

There will be a committee established for selecting the Trainers. This committee will consist of the Apprentice Coordinator and Staff Development.

LAYOFFS
In the event of a layoff in the Senior Electronic Technician Classification those Senior Electronic Technicians and Electrical Support Worker Classification who are hired after the signing of this 2008 agreement, shall be laid off first by seniority. Those Senior Electronic Technicians who were hired before the signing of this 2008 agreement will then be laid off by seniority.

ELECTRONIC TECHNICIAN CLASSIFICATION, (FACILITIES MAINTENANCE)
The current Electronic Technician Classification, assigned to Facilities Maintenance will not be required at this time to participate in the apprenticeship program. If the responsibilities of this position are no longer available, the employee will then participate in the apprenticeship program.

SIDE LETTER OF AGREEMENT—SLA/IBEW #92-1
Four-Ten (4-10) Alternate Work Schedule Pilot Program
For Represented Employees

The purpose of this Side Letter of Agreement is to implement a four-ten (4-10) (four (4) workdays of ten (10) hours each during each workweek) Alternate Work Schedule Pilot Program for employees represented by the International Brotherhood of Electrical Workers, Local 1245. In the event of any conflict between the provisions of this Side Letter of Agreement and the Collective Bargaining Agreement, the Side Letter will take precedence.

I. GENERAL

A. Due to the nature of their assignments, employees in some positions may have less flexibility than others relative to the use of a 4-10 alternate work schedule. However, employees are encouraged to review with their supervisors ways to achieve reasonable work schedule flexibility in accordance with this Side Letter of Agreement.

B. Operational needs, which may include performance considerations, shall be the primary consideration in decisions to approve or disapprove employee requests for this alternate work schedule or to continue the program in one or all of the classifications. Should this pilot program result in a decrease in productivity, an increase in electronic roadcalls, staffing shortages, an increase in overtime or other operational developments negatively affecting the operation of the District, it shall be terminated in whole or in part.

C. A sign-up of available shifts shall be posted for selection. No other alternate work schedule apart from the 4-10 scheduled will be permitted. Records shall be maintained by the District which reflect both the basic work schedule (5/8) and the approved alternate work schedule for each position. Each supervisor shall maintain a current master schedule for employees and positions in his/her work unit. Sign-up shall be based on departmental seniority.

D. Except as otherwise provided herein, time off for employees shall be requested and approved in accordance with operational needs, this Side Letter of Agreement and/or the Collective Bargaining Agreement. Time requested for medical, dental and/or personal appointments must be scheduled other than during regular work time, unless beyond the employee's control.

E. Implementation of this alternate work schedule may not result in an increase of overtime to cover daily staffing needs. Under this Program, overtime will be paid for all hours worked in excess of ten (10) hours in a day or after forty (40) hours in a regularly-scheduled work week. This provision supersedes any overtime provision in the current Collective Bargaining Agreement. Represented employees on alternate work schedules must obtain prior approval from their supervisor before working any overtime.

F. Nothing in this Side Letter of Agreement precludes the responsible Assistant to the General Manager (AGM) or his/her designee's discretion to authorize short-term adjustments of work schedules as required by the needs of the District or at the request of the employee. Employees may opt, to revert to a 5-8 work schedule, which may be exercised only once during this pilot program.

II. PILOT PROGRAM

A. The 4-10 alternate work schedule shall be a six-month pilot program for employees represented by IBEW LOCAL 1245 in the following classifications:

a. Communication Technician
b. Electronic Technician (Training)*

c. Electricians
d. Electronic Technician (Radio Shop)

* Contingent upon Treasury Department being fully staffed.

B. This pilot program may be cancelled by either party in total or in a specific classification by giving a ten (10) working day written notice. If a dispute arises as the result of the implementation of this alternate work week, the parties shall meet and attempt to resolve the dispute prior to the end of the ten (10) working day period.

C. If a dispute arises as the result of the implementation of this Program, the parties shall meet and attempt to resolve the dispute prior to the end of the ten (10) day period. However, nothing contained herein shall be subject to the grievance arbitration provision of the Collective Bargaining Agreement. The sole exception shall be overtime.

D. The Assistant to the General Manager will be the coordinator of this Alternate Work Schedule Pilot Program.

E. Vacation and Sick Leave

Vacation and Sick Leave hourly limits shall not increase from that provided in the Collective Bargaining Agreement for a basic work schedule. Vacation and sick leave use by an employee with an alternate work schedule will be based on the alternate work schedule and be paid on an hourly basis. The number of hours charged to an employee for a full day's absence depends upon the hours that the employee is regularly scheduled to work on that day (e.g., 10 for 10 or 8 for 8).

F. Jury Duty

An employee with an alternate work schedule will revert to the basic work schedule (5/8) for the weeks that he/she are on jury duty.

G. Military Leave

Employees on temporary military leaves of absence shall receive pay in accordance with Board Policy Administrative Regulation 274.

H. Work Schedules and Time Off During Weeks Which Include Regular Holidays

During any calendar week which includes a regular District holiday (excluding floating holiday, employee's birthday and employee's Anniversary Date), an employee with an alternate work schedule will revert to the basic work schedule (5-8) for that week.

I. Work Schedule and Time Off in Weeks that Include non-Regular Holidays (i.e., Birthday Holidays, Anniversary Holidays and Floater Holidays)

Non-regular holidays (i.e. birthdays, anniversary and floater holidays) are paid at 8.0 hours per day. Available vacation credits may be combined with a non-regular holiday credit when necessary to provide full pay for a day off taken by an employee with an alternate work schedule during weeks with a non-regular District holiday. Use of non-regular holiday credits cannot be authorized for an employee with an alternate work schedule who has none or an insufficient number of vacation hours available for use, unless the employee elects not to be paid for the additional hours. The Department Manager or Supervisor will ensure that the operational continuity of his/her department or section is not disrupted by employees taking a floating, anniversary or birthday holiday.

J. Casual vacation may be granted at the discretion of the department manager or his/her designee. Employees requesting casual vacation should submit their requests in

accordance with Section 20.03 of the Labor Agreement. An employee will be paid based on the actual number of work hours scheduled while on casual vacation.

K. Break periods for employees working a 4-10 alternate work schedule shall be fifteen (15) minutes in the first half of their shift and fifteen (15) minutes in the second half of their shift. On all shifts there shall also be a twenty (20) minute paid lunch break.
L. Annual vacation, sick leave and holiday hourly credits are not increased under the provisions of this agreement.

This pilot program, subject to identified conditions, includes only the following District employees represented by IBEW LOCAL 1245: Electricians, Communication Technicians, Fare Box Technicians and one Electronic Technician assigned to the Maintenance Department.

This Side Letter of Agreement is entered into by the parties for the duration of the pilot program with the understanding that such a program may be continued beyond May 22, 1993.

The parties understand that this Agreement is reached subject to the approval of the AC Transit Board of Directors.

ATTACHMENT A- IBW LOCAL 1245 Employees' Hourly Wage Schedule

Alameda-Contra Costa Transit District
IBEW Employees' Hourly Wage Schedule
Effe,ctive Date 1-4-2026
3.85% Inorease

Job
Colle Olas.sification

!GRADED1		
SfEP	HOURLY RATE	EXPLANATION
11	$38-37	70% of Grade 3 SI 2

440 Electronic Support Wolke1

GRADE02[1]		
SfEP	HOURLY RATE	**EXPLANATION**
11	$42_59	80'% of Grade-2 Step 5 -t.tonlhs 1-6
2	$45-25	85%ofGr.ade2 Step 5 -t.tonths 7'-12
3	$47_92	QO%of Gr.ade-2 St.e-p 5 -t.tonths 13-18
4	$50-58	Q5%of6r.ade2 Step 5.-t.tcnths 1Q-24
5	$53-24	Top St-ep - :> 24 Months

438 Apprentice Senior Electronic Technician
439 Pre-Apprentice Sr Electronic Technician

Apprentice step rates are setto a percentage of the Journey le,,el rate per MOU 2007-02 dated I/12/20C19_

GRADEOJ		
SfEP	HOURLY RATE	EXPLANATION
11	$49_34	90% of Grade 3 step 2 First 90 □.orikioo davs
2	$54_82	Thereafte1

8rn Electlician
435 Facililies Systems TechITTician
441 I-NAG TechITTician
437 Senior Electronic Technician

Alameda-Contra Costa Iransit District
IBEW Em,ployees' Hourly Wage Schedule
Effective Date 1-1-2027
3.4% Increase

Job Code	Classification
440	Electronic SupportWor1<.er

GRADE01		
STEP	HOURLY RATE	EXPLANATION
1	$39-68	JO% of Grade 3 ste 2

GRADE02[1]		
STEP	HOURLY RATE	**EXPLANATION**
1	**$44.04**	80% ot Grade 2 Step 5 - M.omh5 1-6
2	$46-79	85% ot Grade-2 Ste-p 5 - M.onths 7-12
3	$49-55	QD%otGr.ade2 Step 5- t.f:omhs 13-18
4	$52.30	95% ol Gr□d->2 Stop 5 - Monllls I9-24
5	$55_05	Top Step - > 24 Months

Job Code	Classification
438	Apprentice Senim Electronic Techmician
439	Pre-1\Aprentice SI Electronic Techmician

A:pprentice step rates are set to a percentage oHhe Journey Level rate **per** MOU 2007-02 dated I/]2/2009_

GRADE OJ		
STEP	HOURLY RATE	EXPLANATION
1	$51-01	90% of Grade 3 Step 2 Rrst '90 1MJr!lina davs
2	$56_68	Thernalter

Job Code	Classification
810	Electrician
435	Facilities Systems Technician
441	HVAC lel{;hnician
437	**Senior** Electranic Technician

Alameda-Contra Costa Transit District
IBEW Employees' Hourly Wage Schedule
Effective Date 1-1-2028
3,.5% Increase

Job
Code Classilicaiion

GRADE01		
STEP	HOIJRLY RAIE	EXPLANATION
	$4UI6	70% of Grade 3 ste 2

4-<IO ElecifOflic Sup□rt Worrker

GRADE02[1]		
STEP	HOIJRLY RAIE	EXPLANATION
1	$45-58	8D% cf Gr.ade 2 St□ 5 - Monlhs 1-6
2	$48-43	85% of Grade 2 Step 5 - Monlhs 7-12
3	$51-28	9D%ofGrade2 Step 5-Monlhs 13-18
4	$54_13	QMG. of Grade 2 Step 5 - Monlhs 1!9-24
5	$56_98	Top Step - :> 24 Mon'lhs

438 Appremtice Senior Electronic lia:hnician
439 Pre-A:pprertice Sr Electronic lia:hnician

Appremice step rates are set to a percenrage of the Journey Level rate per MOU 2007-0,2dated 1/12/2009_

GRADE OJ		
STEP	HOIJRLY RAIE	EXPLANATION
1	$52-79	90% of Grade 3 step 2 First 90 oorllino d'avs
2	$58-66	Tl1ereaffe1

810 Elecirician
435 Facilities Systems Technicilln
441 HVAC Techniician
437 Senior Electronic Technioian

Alameda-Contra Costa Transit District
IBEW Employees' Hourly Wage Schedule
Elifective Date 1-1-2029
3,.75% Increase

GRADE01		
SIIEP	HOURLY RAIIE	EXPLA!NATION
	$42.60	70% of Grade 3 Sig 2

Job Cod:e Classification

440 Electronic S□pport Won-lier

GRADE02[1]		
SIIEP	HOURLY RAIIE	EXPLANATION
1	$47.30	8D'% of Grade 2 Step 5 - Mo:nlhs 1-6
2	$50.25	85'% of Grade 2 Step 5 - Mo.nths 7-12
3	$53.21	Q()%, of Gi!"ade 2 Ste,;p 5 - Months 13-18
4	$56.16	Q5'% of Grrade 2 Step 5 - Months 1'Q-24
5	$59.12	I"op Step,. :> 24 IMc:mths

438 Apprentice **Senior** Electronic Technician
439 Pre-Apprentice Sr Electronic Technician

Appre11ticestep rates are sett.oa percenrageoftheJourney Le'O/el rate per MOU 2007-02 dated 1/12/2009.

GRADE OJ		
SIIEP	HOURLYRAIIE	EXPLANATION
1	$54.77	00% of Grade 3 Slgp 2 First 90 □.orikina davs
2	$60.86	Thereafler

810 Electricirui
435 Facilities Systems Technician,
441 1-NAC Technician
437 Senior Electronic Technician